

1901-038 Chancery Causes: Pennington Gap Bank] vs. M. M. Butler &
Lee Co.

Folder 1 of 2

Hurst, Hyatt, James, Sparger, Anderson, Dulaney, Morgan, Mathews,
Sewell

CA-Debt
T-Property

-Deed

Virginia,

In the Circuit Court for Lee County:
To the Hon. W. F. Miller, Judge
of said Court:-

Humbly complaining, your
orators, W. S. Hurst, J. A. G. Hyatt and
A. G. Hyatt, private bankers and part-
ners in trade under the style and
firm name of Pennington Gap Bank,
citizens, of said County, would
respectfully represent and show
unto your honor that, at the March
Term, 1897, of the said Court on the
law side thereof a judgment was
thereby rendered, in ~~for~~ their favor
against M. M. Butler, W. W. James,
W. A. Sparger, J. S. Anderson and B.
L. Dulaney for the sum of One thous-
and and thirty-eight dollars and
three cents (\$1038.03) with interest
thereon from the 15th day of Decem-
ber 1895, until payment, and eleven
dollars and nine cents costs (\$11.09).
which will fully appear by refer-
ence to a copy of said judgment
which is herewith filed as a part
hereof marked "Exhibit No. 1."

The judgment aforesaid was
duly docketed in the Office of the

Clerk of the County Court of said County ~~out~~ in Judgment Lien Docket No. 3 page 150 on the 22 day of March 1897, as will fully appear ~~by~~ ~~see~~ by an inspection of a transcript therefrom which is herewith filed as a part hereof marked "Exhibit No. 2".

Your orators are advised and here allege that their said judgment is a lien upon any and all lands owned by the said M. M. Butler, W. W. James, W. A. Sparger, I. S. Anderson and B. L. Dulaney, jointly and severally, individually or collectively, situated in said County.

Your orators allege that the said I. S. Anderson is the owner, solely, of the following tracts of land:

First:— A tract or lot situated at Rose Hill in said County, containing one acre, and fully described in a deed from A. E. Beatty and wife to said Anderson, dated October 10th 1890, and recorded in the Office of the Clerk of the County

Court of said County in Deed Book No. 25, page 579, a copy of which deed is herewith filed as a part hereof marked "Exhibit No. 3". The said Anderson resides on this tract of land;

Second:- Lot No. 9. in Block No. 12, Lot No. 10, in Block No. 12, Lot No. 15 in Block No. 12, and Lot No. 16 in Block No. 12,, which lots are fully described in a deed from the Pennington's Gap Improvement to said Anderson of record in said Office in Deed Book No. 27, page 206, a copy of which deed is herewith filed as a part hereof marked "Exhibit No. 4;"

Third:- Three tracts, adjoining each other, one containing 112 acres, another containing 75 acres, and the third containing 70 acres, lying in the Crab Orchard, and fully described in a deed from W. M. G. Slep and others to said Anderson, of record in said Office in Deed Book No. 30 page 255, a copy of which ~~deed~~ deed is herewith filed as a part hereof, marked "Exhibit No. 5."

Fourth:- All the coal in an and

under the five tracts conveyed to the said Anderson by the South West Virginia Mineral Land Company, by deed bearing date June 7th 1890 and recorded in Deed Book No. 25-page 261, a copy of which deed is herewith filed as a part hereof marked "Exhibit No. 6," and to which reference is here made for a more accurate and particular description of said rights. The 1st tract therein described contains $47\frac{1}{4}$ acres; the second, 74 acres; the third, 60 acres; the fourth, $102\frac{1}{2}$ acres; and the fifth, $76\frac{1}{2}$ acres;

Fifth:- Two undivided one third interests in 28 acres of land lying in The Pocket and the same interest in $97\frac{1}{2}$ acres also lying in The Pocket which ($\frac{2}{3}$) two thirds of said two tracts were conveyed to said Anderson by C. D. Duncan and D. C. Sewell, by deed dated June 17th 1890 and recorded in Deed Book No 25-page 496, a copy of which deed is herewith filed as a part hereof marked "Exhibit No. 7." to which copy reference is here made for a full and

5-
Particular description of said two tracts of land.

Sixth:- Two thirds of all the coal &c. in on and under the five tracts of land conveyed to said Anderson by said Duncan & Sewell in said deed filed as "Exhibit No. 7." and therein fully described, one tract containing ⁸⁴289 acres; another, 130 acres; another, 35 acres; another, 90 acres; and another, 943 acres. For a full and particular description of the said Anderson's interest in said tracts, reference is made to "Exhibit No. 7".

Your orators will now show your ~~orator~~ honor that the said J. A. Anderson is the owner of a one half interest in the following tracts of land; his brother John B. Anderson, being the owner of the other half interest:

First:- a tract containing $44\frac{1}{2}$ acres lying in the Pocket and fully described in a deed from Walter H. Johnston to said Andersons dated October 18th 1890 and recorded in Deed Book No. 26, page 272 to which reference is made, a copy being

herewith filed as a part hereof marked "Exhibit No. 8."

Second:- The coal, oil, and mineral &c in on and under a tract of 93-acres conveyed to said Andersons by James Johnston et ux. by deed, dated October 18th 1890 and recorded in Deed Book No. 26. page 276, a copy of which is herewith filed as a part hereof marked "Exhibit No. 9" to which reference is here made for a full and particular description of said tract and the interest of said I. S. Anderson therein;

Third:- A tract of land containing 369 acres, lying in The Pocket, conveyed to said Andersons by John P. Myers & wife by deed dated Oct. 24th 1890 and recorded in Deed Book No 27 page 243, a copy of which deed is herewith filed as a part hereof marked "Exhibit No. 10." to which reference is here made for a full and particular description of said land;

Fourth:- A tract containing 285-acres which was conveyed to said Andersons by John L. Pen

mington et ux by deed, dated July 5th 1890 and recorded in Deed Book No. 25- page 264, a copy of which is herewith filed as a part hereof marked "Exhibit No. 11." to which reference is made for a full and particular description of the said tract of land.

Your orators allege that the said Isaac I. or I. S. Anderson is the owner of a one-half interest in $\frac{8}{9}$ of two other tracts of land, Mary J. James, being the owner of the other one-half of said $\frac{8}{9}$ of said tracts. These two tracts adjoin each other and really constitute one boundary containing 251 acres and $\frac{3}{4}$ poles. The said Anderson's interest is, then, a $\frac{4}{9}$ undivided interest. Said lands are fully described in a deed from Henry J. Morgan, Comr. to said Anderson and James of record in Deed Book No. 32 page 340, a copy of which is herewith filed as a part hereof marked "Exhibit No. 12," to which reference is here made.

I. S.

The said Anderson is also the owner of a one half undivided interest

176-
76. 34
251.

in the following tracts of land, the said Mary J. James being the owner of the other moiety. (1) a tract containing $15\frac{7}{10}$ acres lying in Crab Orchard; (2) a tract containing $2\frac{1}{2}$ acres also lying in the Crab Orchard; (3) a tract of land lying in the Crab Orchard containing $15\frac{1}{2}$ acres, all of which three last mentioned tracts were conveyed to the said Anderson and James by Wm S. Matthews, Commr. by deed dated June 3^d 1896, & properly acknowledged, but which has never been recorded. A copy of this deed made from the original in the chancery file of this Court entitled, J. B. F. Witt, Admr. &c vs. Crab Orchard Coal & Iron Company, is herewith filed as a part hereof marked "Exhibit No. 13."

Your orators allege that W. W. James, W. A. Sparger, M. M. Butler, B. L. Dunlavy and J. I. Anderson are the owners jointly with B. J. James and Chas L. James, or their heirs &c. of a tract of land containing 75 acres more or less which was conveyed to them by D. C. Sewell, Commr. by deed dated Novr 13th 1895, and acknowledged Novr 14th 1895, but which has

never been recorded. A copy of this last mentioned deed made from the original in the chancery file of this court entitled Joseph Marcum wife vs. Crab Orchard Coal & Iron Co. is herewith filed as a part hereof, marked "Exhibit No. 14."

Your orators allege that the said W. W. James, M. M. Butler, and W. A. Sparger are the owners of a one-ninth undivided interest in two tracts of land situated in the Crab Orchard, and being a part of the "Elijah Pennington land," one of said tracts containing 171 acres and the other 22 acres. For a more particular description of this land reference is made to a deed made by A. M. Goins, Comr. to said parties, and dated March 5th 1895 and properly acknowledged, but which has never been recorded. A copy of said deed made from the original in the papers of the chancery file of this court entitled "Saul Spurrier wife vs. Crab Orchard Coal and Iron Company;" and is herewith filed as a part hereof marked "Exhibit No. 15."

Your orators allege that ~~the~~ in the

Chancery cause ~~sett~~ of "R.P. Bailey
wife vs. Crab Orchard Coal & Iron Co."
still pending in your Honor's Court the
said W.W. James, W.A. Sparger, M.M.
Butler, B.L. Dulaney and J.S. Anderson, to-
gether with Chas. L. James and B.J. James
bought from B.H. Sewell, Comm. in said
cause, a tract of land lying in the Crab-
Orchard, containing 188½ acres and
fully described in said cause. The
purchase money in this case for this
tract of land, it is claimed, as your
orators ~~are~~ informed, was paid by J.S.
Anderson and Mrs. Mary J. James, Ex-
ecut^{iv} of Chas. L. James, ~~sett~~ and the
said Mary J. James and J.S. Ander-
son claim the entire tract. If this
claim be good your orators have
a lien on only ^aone-half interest in
said land, but if it belongs to the
the purchasers as reported by Comm.
B.H. Sewell then your orators lien
attached to five-sevenths of said
tract. Your orators ask that ^{the papers in} said
cause may be treated as evidence in this
cause.

Your orators allege that in the chan-
cery cause of Paulser Debusk & wife

vs. Crab Orchard Coal & Iron Company." still pending in this court, at a sale made by B. H. Sewell, Comr. the said W. W. James, W. A. Sparger, M. M. Butler, B. L. Dulaney, & I. S. Anderson together with Chas. L. James and B. J. James purchased a tract of land containing 111 acres, which ^{the} sale was confirmed to said purchasers. This purchase money was not paid equally by the purchasers. Your orators are informed that I. S. Anderson and Mary J. James claim to be the ~~so~~ owners. If so then your orators lien attaches to one half of said tract, otherwise to five-sevenths as above. Your orators ask that ^{the papers in} said cause may be treated as evidence in this cause

Your orators are advised that they will not be delayed in the collection of their money on account of the dispute among said parties in regard to the ownership of said two last mentioned tracts of land, and ask that all other lands on which their said judgment is a lien be first sold before said two last named tracts

Your orators allege that ^{the said} parties against whom their judgment is do not

own any other lands, situated in Lee County, of which your orators have any knowledge.

Your orators allege that the only other lien affecting the lands above described is a judgment in favor of H. J. Morgan, for &c. for the sum of \$1000.00 with interest from the 16th day of Sept. 1895 until payment and \$10.65 - costs. This judgment is against W. W. James, B. L. Dulaney, W. A. Sparger, M. M. Butler and L. S. Anderson, the same parties against whom your orators' judgment is. This judgment was also rendered by Your Honor's Court of Law and at the March Term 1896, being a superior lien to that of your orators. This judgment was docketed in the Office of the Clerk of the County Court of Lee County, on the 17th day of March 1896, in J. L. D. No. 3 page 116 as will fully appear by an inspection of a transcript therefrom which is herewith filed as a part hereof marked "Exhibit No. 16."

At the time of the institution of this suit there appeared on the Lien docket two other judgments not marked

satisfied, one in favor of B. H. Sewell, Comr. and the other in favor of W. S. Matthews, Comr., and they were made parties hereto, but between the time process was issued in this case and this time, said liens have been marked satisfied so that there is now no necessity for an answer by them.

Your orators allege that nearly all of said lands above set out are wild and only valuable for the timber that stands on them and the coal and other minerals in or under them, and that all of said lands, would not, therefore, rent for a sum sufficient in five years to pay the lien of your orators and that of the said H. F. Morgan.

Now, the object of this suit is to enforce the lien of your orators judgment aforesaid against the lands aforesaid and to have the same or a sufficiency thereof to satisfy the same sold for that purpose.

In order that this much desired object may be attained and being without remedy at law your orators pray your honors' Court of Chancery to take cognizance of their cause and grant them the proper relief. They pray that M.

M. Butler, W.W. James, W.A. Sparger,
J. S. Anderson, B. L. DeLaune, H. J. Morgan
W. S. Mathews, Comr., and B. H. Sewell, Comr.
be made the parties defendant hereto;
that said defendants, except Wm S.
Mathews, Comr and B. H. Sewell, Comr.,
be required to answer the same ~~on oath~~
but not under oath as that is waived;
that, upon a hearing, the Court order a
sale of sale of said lands or a suffi-
ciency thereof to satisfy your orators
judgment; and that all such other
relief, both special and general, may
be granted your orators as their cause
merits, and they will ever pray &c.

L. F. Hyatt, p. q.

Cumington Gap Bank

vs $\frac{3}{2}$ Bill in Chy.

M. M. Butler et als

1897 2nd May rules bill
filed & pa & d. except
as to J. S. Anderson
& B. L. Dulaney & d. h.
except as to them

11 1st June rules taken

The last Monday in

May D. h. Confort

except as to J. S. Anderson

& B. L. Dulaney & d. h.
set for hearing

I^a

LWE CIRCUIT COURT

W. H. Hurst,

Plaintiff,

v.

W. W. James, et al,

Defendants,

and

(In Chancery)

Pennington Gap Bank,

Plaintiff,

v.

M. M. Butler, et al,

Defendants.

FINAL DECREE

Theses causes coming on again this day to be heard upon the papers formerly read herein and the report of R. T. Irvine, Special Commissioner, this day filed herein, setting forth that he had executed and acknowledged a deed for the lands and interests therein which he was required by an order of this court this day entered therein to execute, and filing the said deed as an exhibit with his said report, and the court having inspected the said deed and finding the same to be in accordance with the decree requiring said commissioner to execute said deed; it is adjudged, ordered and decreed that the said report and the said deed be and they are hereby approved and confirmed; said Irvine shall deliver the said deed to the said parties upon the payment to him of the usual commissioner's fee of Five Dollars, and it appearing that nothing further remains to be done herein, it is ordered that these causes be stricken from the docket.

W. H. Hurst,
v. { Final Decree
W. W. James, et al
and
Pennington Gap Bank,
v. M. M. Butler, et al.

Entered on 14th of B.
No 7 Page 42 & 43

Enter this

H A W Sheen

Nov 15-18

XXV 11

LEE CIRCUIT COURT

W. S. Hurst,

Plaintiff,

v.

W. W. James, et al,

Defendants,

and

(In Chancery)

Pennington Gap Bank,

Plaintiff,

v.

M. M. Butler, et al,

Defendants.

DECREE CONFIRMING SALE

These causes coming on again this day to be heard together upon the papers formerly read herein and the report of E. W. Pennington and L. T. Hyatt, Special Commissioners, ^{the separate report of} filed herein on the 15th day of November 1901, was argued by counsel, and it appearing that no exceptions to either of the said reports have been taken it is adjudged, ordered and decreed that the said reports be and they are hereby approved and confirmed, the said joint report of Pennington and Hyatt, showing that they had paid out all the money in their hands, and especially had paid the taxes on the fund involved in this cause since the last term of this court, their actions therein are ratified and approved: And it appearing from the report of the said L. T. Hyatt, Special Commissioner, filed the 15th day of Nov. 1901, that he had exposed to sale at public outcry to the highest bidder on Sept. 17, 1901, that being a court day, at the front door of the Lee County Court House, the one-half undivided interest in the lands in the bill and proceedings mentioned, being a one-half undivided interest of W. W. James therein, at which sale I. S. Anderson became purchaser of a one-third undivided interest, Mary J. James became the purchaser of another one-third undivided interest therein, and John H. Caldwell and B. L. Dulaney became the purchasers of the remaining one-third interest therein, and that his commissions on the sale had been arranged and also the costs of this proceeding, and that he did not collect from the said purchasers any of the purchase money, since the whole thereof was payable to the said

L. T. Hyatt, a separate Com. R.

purchasers; the action of the said special commissioner is approved and confirmed, and it appearing that the said purchasers are entitled to a deed to said property so purchased by them, and it further appearing from the joint report filed on June 8, 1901, by Commissioners Pennington and Hyatt, that John H. Caldwell, who with the said W. W. James was the purchaser of the whole of the lands sold by the said special commissioners at the sale reported herein by the report filed March 7, 1899, the interest of the said John H. Caldwell being a one-half interest therein, that the said John H. Caldwell had since his purchase assigned his interest in the said purchase one-third thereof to J. S. Anderson, ~~A~~ One-third to Mary J. James and a one-sixth to B. L. Dulaney, retaining in himself a one-sixth interest, and that the whole of the lands now in litigation in this cause should be deeded to the said parties in the said proportions; it is ordered that R. T. Irvine, who is hereby appointed a special commissioner for that purpose, do forthwith execute and acknowledge a deed to the said parties for the said lands, giving covenants of special warranty, the lands referred to being the following tracts or interests in tracts of lands in the bill and proceedings mentioned: A one-ninth interest in the Elijah Pennington lands, marked (b) (1) in Commissioner Goins' report, being the Saul Spurrier and wife interest; another one-ninth interest in the said lands being the R. D. Flanary and wife interest and marked (a) (1) in said Goins' report, another one-ninth interest in said lands being the A. G. Thompson interest, and marked (a) (2) in said Goins' report; and still another one-ninth interest in said lands, being the Mary J. Stivers interest, and marked (a) (5) in said Goins' report, making four-ninths of said Elijah Pennington's lands; the tract known as the Arch Witt land supposed to contain three hundred and seventeen acres, and marked (a) (3) in ^{said} Commissioner's report; and the tract known as the Joseph Marcum land supposed to contain seventy-five acres, and marked (a) (4) in said Goin's report, all of said tracts being sold by the boundary and not by the acre. The

said Irvine shall report his action forthwith herein, and until
the coming in of his said report these causes are passed.

W. S. Hurst,

v. { Decree
Confirming Sale

W. W. James, et al.
and

Pennington Gap Bank,

v. { Decree
Confirming Sale
M. M. Butler, et al.

Entered C.O.B. 7p. 40

Enter this
Hawthorn
Nov 15 - 07
J

XXV

LEE CIRCUIT COURT.

W. S. Hurst, Plaintiff,

v.

W. W. James, et al, Defendants,

and (In Chancery)

Pennington Gap Bank, Plaintiff,

v.

M. M. Butler, et al, Defendants.

-D E C R E E-

These causes came on again, this the 8th day of June, 1901, to be heard together, upon the papers formerly read herein, and the report this day filed herein of L. T. Hyatt and E. W. Pennington, Commissioners, setting forth that all the purchase money due to them, on the sale of the lands made by them February 20th, 1899, as shown by their report filed March 7th, 1899, having been paid, but that the said payments were made by I. S. Anderson one-third, Mary J. James one-third, and John H. Caldwell and B. L. Dulaney jointly one-third, in equal proportion, they having taken assignments from W. W. James and John H. Caldwell, the original purchasers in these causes, of their bid, and that said payments were made pursuant to the agreement of said parties; and said report further sets forth that the said W. W. James not having paid any part of the purchase money the aforesaid parties desired a rule against him to show cause why his apparent interest in said lands should not be re-sold to reimburse his assignees for the amounts paid by them and to perfect title in them to the interest of the said James, and was argued by counsel.

Upon consideration whereof it is adjudged, ordered and decreed that a rule be and it is hereby awarded against W. W. James, to show cause forthwith why his apparent interest of one-half in the lands formerly sold in this cause and reported as purchased by him as to one-half thereof, should not be re-sold by proper proceedings in this cause to reimburse the assignees of said James for the purchase money paid by them, and to perfect the title to said land, and thereupon the said W. W. James by C. T. Duncan, his attorney, entered his appearance to the said rule and waived the issuance and service thereof, and showing no cause against the same, it is further adjudged, ordered and decreed that unless the said W. W. James, or some one for him, shall within thirty days from this date, pay to L. T. Hyatt and E. W. Pennington, Commissioners, for the benefit of I. S. Anderson, Mary J. James, John H. Caldwell and B. L. Dulaney, as hereinbefore set forth, the one-half of the purchase money, with interest and costs equitably due from him in this cause, then L. T. Hyatt, one of the acting Commissioners herein, shall expose for sale, at public outcry, the said one-half interest, and shall sell the same to the highest bidder, the said sale shall be held at the front door of the Court House of Lee County on a Court day, between the hours of 10 A. M. and 4 P. M., and said sale shall be held on the terms and conditions and prerequisites set forth and required by the original decree for sale entered in this cause on November 12th, 1898. No further bond need be

executed by said Hyatt, Commissioner. He shall report his action hereunder to this Court at a future term hereof. And the said Hyatt and Pennington, Commissioners, having reported that they had disbursed to those entitled all money received by them in this cause, except taxes on the fund for the current year, and said report not being objected to, it is adjudged, ordered and decreed that the same be, and it is hereby, confirmed; they shall pay said taxes on said fund out of the money retained by them for that purpose, and report hereafter as to their action in that regard.

And these causes are continued.

W.S. Hurst
v.
W.W. James et al

Beaumont Gap Bank
v.
M. M. Butler et al

Deeds

Hawthorne
8/9/97

Entered on C.D. No 6
P 689.

L.S. Anderson
\$1500 for a
half interest.

XXIII

And the said Hurst and Beaumont Gap Bank, having
section hereunder to this Court at a future term hereof.
executed by said Hurst, Commissioner. He shall report his

W.S.Hurst, Plaintiff.

vs. (In Chancery.)

W.W.James et als. Defendants.

AND

Pennington Gap Bank Plaintiff.

vs. (In Chancery.)

M.M.Butler et als. Defendants.

These cause came on this the 12th day of March, 1901, to be heard upon the papers formerly read in the cause and the report of E.W.Pennington and L.T.Hyatt, special commissioners, this day filed, showing that the second purchase money bond executed to them by Jno.H.Caldwell and W.W.James, as principals, and I.S. Anderson and E.L.Dulaney as sureties, for the sum of \$1516.99 $\frac{1}{2}$ which became due and payable on the 20th day of February, 1901, has not been paid either in whole or in part, but that the same together with its interest, now amounting to about \$1700.00, is now due and unpaid, and was argued by counsel.

On consideration whereof, and on motion of the plaintiffs, by their counsel, it is adjudged, ordered and decreed that a rule be awarded against the said Jno.H.Caldwell and W.W.James, purshasers, and I.S.Anderson and E.L.Dulaney, their sureties on said bond, ~~xxxxxxx~~ returnable to the first day of the next term of this court, to show cause, if any they can, why a personal judgment shall not be rendered against them and each of them on the said bond, and why a re-sale of the lands purchased by them under the proceedings of this cause shall not be ordered and made to pay the balance of the said purchase money.

And the clerk of this court will make copies of this decree and place them in the hands of the proper officers to be

served on the said Jno.H.Caldwell, W.W.James, I.S.Anderson and
B.L.Dulaney.

And the cause is continued.

received on the said Jno. H. Caldwell, W. W. James, T. S. Anderson and

F. J. Johnson.

And the cause is continued.

W. S. Hurst
vs' & Lu Chu
Wm James et als
And

Pennington Gap Bank
vs' & Lu Chu.

M. M. Butler et als.

Decree for a rule
against purchasers re

En. on C. B. Note
P. 536 + 537

XXI

Enter this decree

H. W. Swan
March 12, 1901.

W.S.Hurst,

Plaintiff.

vs.

W.W.James et als.

Defendants.

AND

In Chancery.

Pennington Gap Bank,

Plaintiffs.

vs.

M.M.Butler, et al

Defendants.

This cause came on this day to be heard upon the papers formerly read herein, and the rule issued at the last term of the court against John H.Caldwell and W.W.James, purchasers, and Isaac S.Anderson and B.L.Dulaney, their sureties, and was argued by counsel. And it appearing to the court that said rule has been served on the said Caldwell and James, purchasers, and Isaac S.Anderson, one of said sureties, but has not been executed as to B.L.Dulaney; on consideration thereof, and said parties failing to answer the said rule, it is ordered, adjudged and decreed that the said L.T.Hyatt and E.W.Pennington, commissioners, recover from the said John H.Caldwell, W.W.James and Isaac S.Anderson the sum of one thousand five hundred and sixteen dollars and ninety-nine and one-half cents (\$1516.99 $\frac{1}{2}$), the amount of the note or bond in said rule mentioned, waiving homestead exemption, with legal interest thereon from the 20th day of February, 1899, until payment, and the costs of said rule, ~~for which execution may issue;~~ that a new rule be and is hereby awarded against the said B.L.Dulaney, the other surety on said bond, returnable to the first day of the next term of this court, to show cause, if any he can, why a personal judgment should not go against him for the amount of said bond, its interest and cost; That, unless the said recovery herein had be paid within thirty days from this date, the said L.T.Hyatt and E.W.Pennington, commissioners, do, after having advertised the time, terms and place thereof in accordance with the former decree of sale

of Nov. 12th 1898

herein, proceed, on some court day, at the front door of the court-house of this county, to sell so much of the ~~said~~ real estate described in the bills and proceedings, as will be necessary to pay the ~~liens herein reported, selling first the lands heretofore sold by~~
as will satisfy this debt.
them, ~~and they will require the purchaser to pay in cash on day of sale~~
~~one half the amount of his bid, and as to the residue give a credit~~
✓ ~~of six months, taking ^m with good personal security for the deferred~~
~~payment, and in ascertaining the amount due they will include the us-~~
~~ual commissions to themselves for making sale.~~ Said commissioners
will report their action hereunder to a future term of the court, and
the cause is continued.

And it appearing that there is another note due from the defendants in the rule mentioned herein to the said commissioners for the like sum as that hereinbefore mentioned to wit \$1516.44½ due Feb 20th 1901 with interest from Feb 20th 1899, the terms of said sale shall be first per cash sufficient to pay all costs and commissions of sale, second the purchaser shall assume and agree to pay the said second note when it falls due, and third an additional sum in cash sufficient to pay the judgment herein decreed if the sale shall realize so much, and any residue shall be payable one year from date of sale, the commissioners taking bond from said purchaser with good personal security

W.S.Hurst

Plaintiff.

W.S.Hurst

vs.

W.W.James et als.

and

Pennington Gap Bank

vs.

M.M.Butler et als.

Decree for re-sale.

F

Entered on Chy C.B.
No 6. P. 3881

XX

H 215 Shun

Enter this decree.

June 6th, 1900.

Virginia

At a circuit Court continued and held for
Lee County at the Court-house thereof, on Tuesday the
13th day of March 1900.

W. S. Hurst

Plaintiff

vs

W. W. James et al
and

Defendants

Pennington Gap Bank, Plaintiff
vs

M. M. Butler et al, Defendants

In Chancery

This Cause came on again this day to be heard
upon the papers formerly read in the Cause and the
report of L. T. Hyatt and E. W. Pennington Special Com-
missioners this day filed, and was argued by Counsel

On consideration whereof it is adjudged, ordered
and decreed that a rule be and is hereby awarded
against John H. Baldwin and W. W. James purchasers
and Isaac S. Anderson and B. L. Dulaney their sure-
ties returnable to the first day of the next term of
this Court to Show Cause, if any they can why
said real estate purchased by them under the pro-
ceedings in this Cause, shall not be resold to pay
off and discharged said bond due, and also why
personal judgment shall not be rendered against
them for the amount of said bond its interest and
the Costs of this rule, with award of execution.

And the Clerk of this Court will make Copies
of this order, and have the same served on the
parties, by the proper officer.

A Copy Teste: A B Munsey Clerk

W.W. J 5/15
Painnington Gap Bank
vs $\frac{1}{2}$ In Chancery
M. M. Butler et al

and
W. S. Hurst
vs $\frac{1}{2}$
W. W. James et al.

Executed as to W. W. James
by delivering him an
office copy here in the
City of Bristol Va. May
18th 1900. Executed as
to John H. Caldwell
by delivering him
an office copy here
in the City of Bristol
Va. May 22nd 1900.

Not executed as to
B. R. Dulaney he not
being found in
my bailiwick This
May 23rd 1900.

J. V. H. Gose
Supt.
Bristol
Va.
Sergeant \$100

W.S.Hurst

vs.

W.W.James et als.

and

Pennington Gap Bank

vs.

M.M.Butler et als.

This cause came on again this day to be heard upon the papers formerly read in the cause, and the report of L.T.Hyatt and ^{Per}~~L.T.Hyatt~~ *Pennington* Special Commissioners, this day filed, and was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that a rule be and is hereby awarded against Jno.H.Caldwell and W.W.James, purchasers, and Isaac Anderson and B.L.Dulaney, their sureties, returnable to the first day of the next term of this court, to show cause, if any they can, why said real estate purchased by them, ^{under the proceedings in this cause} shall not be re-sold to pay off and discharge said bond for \$1516.99 1/2, together with its interest, which bond is now past due; and also why personal judgment shall not be rendered against them for the amount of said bond, its interest and the costs of this rule, with award of execution.

And the clerk of this court will make copies of this order and have the served on said parties by the proper officer.

And the cause is continued.

W. S. Hurst
vs. $\frac{3}{2}$ Lu Chy.
W. W. James et als.
and.

Pew. Gap Bonds
vs. $\frac{3}{2}$ Lu Chy.
M. M. Butler et als.

Decree - Rule

Entered on lchz O. B. No 6
Page 365;

Enter this decree
Mch. 13th 1900.

H a w stum

XV11

W.S.Hurst,

Plaintiff.

vs.

In Chancery.

W.W.James, R.J.James, I.S.Anderson, W.A.Sparger, ~~B.L.Dulaney~~

B.L.Dulaney, M.M.Butler, and Mary J.James

in their own right, and W.W.James and Mary J.

James, executors of the last will and testa-

ment of Chas.L.James, deceased,

Defendants.

and

Pennington Gap Bank

Plaintiff

vs.

M.M.Butler, W.W.James, W.A.Sparger, I.S.Anderson,

B.L.Dulaney, H.J.Morgan, W.S.Mathews, Comr., ~~xxx~~

and B.H.Sewell, Comr. ~~xxxxxxxx~~

Defendants.

These causes came on this, the 9th day of March, 1899, to be heard upon the papers formerly read in said causes, and the report of F.W.Pennington and L.T.Hyatt, Special Commissioners, filed on the 7th day of March, 1899, showing a sale ~~xx~~ to Jno.H.Caldwell and W.W.James of the six following described tracts of land, to wit: (1), a one-ninth interest in the Elijah Pennington lands marked (b) (1) in the report of A.M.Goins, Special Commissioner, filed herein October 29th, 1898, being known as the interest of Saul Spurrier and wife in said lands, and more fully described ⁱⁿ a deed from A. M.Goins, Special Commissioner, to W.W.James, M.M.Butler and W.A. Sparger, dated March 5th, 1895, a copy of which is filed with the bill in the second above styled cause as "Exhibit No.15." ; (2), another one-ninth interest in said Elijah Pennington lands marked (a) (1) in said Goins' report, being known as the interest of R.D. Flanary and wife in said lands, and more fully described in a deed from A.M.Goins, Special Commissioner, to W.W.James, M.M.Butler, B.L.Dulaney, I.S.Anderson, W.A.Sparger, C.J.James and B.J.James,

, dated June 9th, 1893, and recorded in Lee county D.B.31, page 163, a copy of which is filed as an exhibit in the first above styled cause marked "A"; (3) another one-ninth interest in said Elijah Pennington lands marked (a) (2) in said Goins' report, being known as the A.J. Thompson or Wm.M. Pennington interest and more fully described in a deed from A.M. Goins, Special Commissioner, to said W. W. James et als, dated June 9th, 1893, and recorded in Lee county D.B.31 page 175, a copy of which is filed with the bill in the first above styled cause as exhibit "B"; (4) another one-ninth interest in said Elijah Pennington lands marked (a) (5) in said Goins' said report, being known as the interest of Martha J. Stivers; (5), the tract of land known as the Archibald Witt land, marked (a) (3) in said Goins' said report, and more fully described in a deed from D.C. Sewell, Special Commissioner, to W.W. James and others filed with the bill in the first above styled cause as exhibit "D"; and (6), the tract of land known as the Joseph Marcum tract marked (a) (4) in said Goins' said report, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ and more fully described in a deed from D.C. Sewell, Special Commissioner, to said W.W. James et als, dated November 13th, 1895, a copy of which is filed with the bill in the second above styled cause marked "Exhibit No. 14", as a whole, at the price of three thousand, two hundred and thirty three dollars and fourteen cents (\$3233.14), and was argued by counsel. On consideration whereof, there being no exceptions to the said report, it is adjudged, ordered and decreed that the said report and the sale ^{therein} be and they are each hereby confirmed and approved; that the said F.W. Pennington and L.T. Hyatt, Special Commissioner, disburse the one hundred and ninety-nine dollars and fifteen cents ~~xx~~ (\$199.15), costs and commissioner in their hands to the parties entitled thereto; that the said Special Commissioners proceed to collect the said two

bonds for the sum of one thousand, five hundred and sixteen dollars and ninety-nine and one half cents (\$1516.99 1/2) each, by suit at law or otherwise, as they severally become due, from the said Jno.H.Caldwell and W.W.James and their sureties, I.S.Anderson and B.L.Dulaney, and disburse the same when collected, to the parties entitled under the proceedings in this cause, or, if the said parties should desire to ~~pay~~ *make any payments on* said bonds before they become due, the said commissioners are hereby authorized to accept ^{*such*} payments as may be desired to be made thereon at any time and disburse the same to the parties entitled; that the said Special Commissioners report their action hereunder to a future term of this court; and that these causes be continued.

Deere

W. S. Hurst

vs $\frac{1}{2}$ du lch.

W. W. James et als.

and

Pennington Gap Bank

vs $\frac{1}{2}$ du lch.

M. M. Butler et al.

Deere confirming re-
port of sale.

Eu. C. B. No. 6. p. 261
262 + 263.

XIII

Enter this decree
N. Z. M.
Mch 9th 1899.

W. S. Hurst,

Complainant-

vs.

In Chancery

W. W. James et al.
Ans

Defendants

McDemington Gap Bank,
vs.

Complainant-

In Chancery

M. M. Butler et al,

Defendants.

These causes come on this day to be heard upon the papers formerly read therein and the report of A. M. Gaines Comr. filed herein on the 29th day of Oct. 1898, and was argued by counsel.

On consideration of all which and for reasons appearing to the Court it is adjudged ordered and decreed that said report of said A. M. Gaines, Comr. be & the same is hereby confirmed; that W. S. Hurst recover of W. A. Spurger, B. J. James, W. W. James, J. S. Anderson, B. R. Dulong and M. M. Butler \$554.58, with interest - on \$436.87, from the 9th day of Nov. 1898, till paid together with \$6.14 for costs of law, as well as the costs of said W. S. Hurst's chancery suit-; that N. J. Morgan recover of the said W. W. James, B. R. Dulong, W. A. Spurger, M. M.

Butler and S. S. Anderson the sum of \$1199.48, with interest - an \$1000.00 part thereof from the 9th day of Nov. 1898 till paid; that the Pennington Socy Bank recover of the said M. M. Butler, W. W. James, W. A. Sparger, S. S. Anderson and B. D. Dulong the sum of \$1229.73 with interest - an \$1038.03 from the 9th day of November, 1898, till paid and the costs of their said suit.

And unless said several sums of money are paid within 30 days from the date of this decree, then ^{H. J. Ryatt} E. W. Pennington, who ~~is~~ hereby appointed a special Commissioner for the purpose, who after having executed bonds before the clerk of this court in the penalty of \$4,000.00 conditioned as the law requires, and after having posted notices of the time & terms & place of sale of at least 3 public places in Lee County, for 30 days, will make sale of enough of the lands in the title and proceedings mentioned to pay said sums of money their interest, the costs of these suits & the commissions of sale, & of the front

They shall first ~~offer~~ ^{sell} the parcels of land marked (a) (1) in Commissioner Gains report and then shall offer the parcels marked (a) (1 to 5 inclusive) first separately & then as a whole & shall sell by whichever method brings the most money they shall hold the said sale

door of the Court house on some
Court day to the highest & best-
bidder for enough cash in hand
to pay the costs of these suits & the
commissions of sale, & the remainder
in 2 equal installments due in
one & two years respectively from
the date of sale, with interest on said
deferred payments from date of sale;
and for said deferred payments
the bonds payable to ~~himself~~ ^{themselves} with
good personal security. And
said ~~Deputy~~ ^{Sherrington} ~~shall~~ ^{will} report this
action to Court at the next term and
this case is continued.

Myatt

by order of the Court

N. S. Hark-

vs. $\frac{2}{3}$ Decree to

M. W. James et al
and

Olaf Bruch

vs. $\frac{2}{3}$ Decree

M. M. Butler et al

Enter this Nov
12th, 1898

M. W.

Gen. C. B. C. 185-

VI

Virginia

At a circuit court continued and held for Lee county
at the court-house thereof on Saturday the 11th day of June 1898.
W.S.Hurst. Complainant

vs

W.W.James, B.J.James, I.S.Anderson, W.A.Sparger
B?L?Dulaney, M,M, BUTLER, Mary J James in her own and Defendant

Mary J. James executors of the last will and testament of C.L.Jam

and

W.S.Hurst, AG.Hyatt and J.A.G.Hyatt private bankers and partners
under the firm name of Pennington Gap Bank Complainants

vs

M.M.Butler, W.W.James, W.A.Sparger I.S.Anderson,

B.L.Dulaney, H.J.Morgan, W.S.Mathews Comr. and B.H.Sewell Comr. Deft

The defendants in the first named cause having been duly served
with process and then each failing to appear plead or answer the
plaintiffs bill is taken for confessed as to each of the defendant
and the defendants in the second named cause having also been duly
served with process and they failing to appear, plead or answer, the
said plaintiffs bill in said cause is taken for confessed as to the
defendants therein and the causes coming on to be heard upon the bill
and

exhibits filed in each of said causes was argued by counsel

On consideration which and for reasons appearing to the court, the
court doth adjudge order and decree that the said causes be brought
on to be heard together and it appearing to the court that there are
other judgements other than those set out in the bills A.M.Goin
is hereby appointed a special commissioner whose duty it shall be

be to ascertain all the liens existing against the real estate of
W.W.James, B.J.James, I.S.Anderson, W.A.Sparger, B.L.Dulaney, M.M.But-
-ler and Chas.L.James deceased situated in Lee county Va. what lands

is owned by said ~~XXXXXXXXXX~~ parties the priorities of said liens and
whether or not said liens ~~and~~ will or not rent for a sum sufficient
in five years to pay the judgment liens indebtedness exclusive of
other liens liabilities and said commissioner will give at least

ten days notice of his sitting to the attorneys of the parties And
this cause is continued

A Copy Teste: A B Munsey Clerk

W. S. Hurst et al
vs Copy of Decree
W. M. James et al

Executed July 12 1898
by delivering a true
copy of the within
writing to A. M. Goins
W. D. Weston S. L. C

Copy for A. M. Goins
Clerk \$1.00

W.S.Hurst,

Complainant,

vs.

In Chancery,

W.W.James, B.J.James, I.S.Anderson, W.A.Sparger, B.L.Dulaney, M.M.Butler,
Mary J.James in her own right, and W.W.James and Mary J.James
executors of the last will and testament of C.L.James deceased.

and

The Pennington Gap Bank,

Complainant,

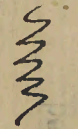
vs.

M.M.Butler, W.W.James, W.A.Sparger, I.S.Anderson, B.L.Dulaney, H.J.Mor-
gan, W.S.Mathews Comr, and B.H.Sewel, Comr. Defendants.

The defendants in the first named cause having been duly
served with process, and they each failing to appear plead or answer,
the plaintiff's bill is taken for confessed as to each of said
defendants, and the defendants in the second named cause also having
been duly served with process and they failing to appear plead
or answer, the said plaintiff's bill is also taken for confessed
as to each of said defendants, and the cause coming on this day to
be heard upon the bills and exhibits of each said causes, was argued
by counsel. On Consideration of all which and for reasons
appearing to the court, the court doth adjudge order and decree that
the said causes be brought on to be heard together, and it appearing
to the court that there are other judgements other than those
set out in said bills, A.M.Goins is hereby appointed as a special
commissioner whose duty it shall be to ascertain all the liens
existing against the real estate W.W.James, B.J.James, I.S.Anderson,
W.A.Sparger, B.L.Dulaney, M.M.Butler and Charles L.James ^{decd} situated
in Lee County Va., what lands is owned by said parties, the priori-
ties of said liens, and whether or not said lands will or not rent
for a sum sufficient in five years to pay the judgement lien
indebtedness exclusive of other lien liabilities, and said

Commissioner will give at least ^{ten} ~~five~~ days notice of his sitting
to the Attys of the parties or the parties, & this cause is continued.

H. S. Hunt

v.s.  return at

H. H. James & Co
and

P. Hopt Bunt-
v.s.-

H. H. James & Co-

Ex. C. v. B. & P. 1893

Enter this
June 11, 1898

VII

Pennington Gap Bank

v.
M. M. Butler et al.

It appearing
in this cause that process has not
been properly executed on B. L.
Dulaney, one of the defendants,
upon motion of said Dulaney
by attorney, it is ordered that this
cause be remanded to rules as
to him to be properly matured
& further proceeded in according
to law.

III

Penn Gap Bank

v. - Dulaney

M. M. Butler et al.

Ex. C. O. B. No. 6. p. 44.

COMMISSIONER'S REPORT.

W.S.Hurst)
vs.)
W.W.James et al.,)
and) - - - IN CHANCERY.
Pennington Gap Bank)
vs.)
M.M.Butler et al.)

+++++

To the Hon.W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:-

Pursuant to decree in the above consolidated causes of June 11th, 1898, upon reference to me as Special Commissioner, and in accordance with due notice to the parties, etc., a copy of which is returned herewith, marked "N", I proceeded, on the 8th day of August, 1898, and on subsequent days thereafter, by adjournment from day to day and time to time, at my office in the town of Jonesville, Va., to make the enquiries and examinations, and to state the account and to do the matters and things, required by the decree, and now report to the court as follows:

Your commissioner is directed by said decree: (1), To ascertain all the liens existing against the real estate of W.W.James, B.J. James, I.S.Anderson, W.A.Sparger, B.L.Dulaney, M.M.Butler and Chas. L.James, dec'd, situated in Lee County, Va., the priorities of said liens, to whom due &c.; (2), To ascertain what lands are owned by said parties situated in said county; and (3), To ascertain whether or not said lands will, in five years, rent for a sum sufficient to pay off the judgment lien indebtedness, exclusive of other lien liabilities.

In response to the first of the foregoing requirements your commissioner files herewith, as part hereof, statement "L", which is a full and complete list of all the judgment liens that he has been enabled to find upon the records of the county against any or all of the defendants in either of the above styled suits. It will be seen from said statement "L" that the total lien indebtedness against any or all of said defendants, as of Nov. 9th, 1898, is \$2989.93. The parties in whose favor, and the parties against whom, said liens are, the priorities thereof, the amounts &c., will be seen from said statement.

(2), To ascertain what lands are owned by said parties, situated in said county.

In response to this requirement your commissioner ascertains:

(a), That W.W.James, B.J.James, I.S.Anderson, W.A.Sparger, B.L.Dulaney, M.M.Butler and Chas.L.James, dec'd, are the joint owners

of the following described tracts or interests in lands situated in
Lee county, Virginia:-

(1). A tract of land conveyed by A.M.Goins, Comr., on the 9th day of June, 1892, to the above parties. (See exhibit "A", suit of W.S.Hurst vs. W.W.James et al). This is a 1/9 interest in the old Elijah Pennington land, and sold by R.D.Flanary and wife to the Crab Orchard Coal and Iron Co.

1 Sep
 (2). A tract of land conveyed by the same party, to the same parties, in the same lands, on the same date. (See exhibit "B", suit as above). This is the A.J.Thompson 1/9 interest sold to the C.O.C. & I.Co.

(3). A tract of land conveyed by D.C.Sewell, Comr., Feb. 15, 1895. (See exhibit "D", suit above). This is the Archibald Witt land, containing about 317 acres.

2 as whole
 (4). A tract of land conveyed by the same party on Nov. 13, '95. (See exhibit "14", P.G.Bank vs. M.M.Butler et al). This is the Joseph Marcum land, containing about 75 acres.

(5). A tract of land conveyed by A.M.Goins, Comr., to the same parties. This is the Mary J.Stiver 1/9 interest in the Elijah Pennington tract of land. This deed is not upon record, but see final decree in the Chancery cause of Mary J.Stiver vs. C.O.C.&I.Co.

It will be seen from statement "L" that lien "A" is first in order of priority on the interests of W.A.Sparger, B.J.James, W.W.James and I.S.Anderson in the foregoing tracts of land; that lien "B" is second in order of priority on the interests of W.A.Sparger, W.W.James and I.S.Anderson, and first in order of priority on the interests of B.L.Dulaney and M.M.Butler; that lien "C" is third in order of priority on the interests of W.A.Sparger, W.W.James and I.S.Anderson, and second in order of priority on the interests of M.M.Butler and B.L.Dulaney; and that lien "D" is third in order of priority on the interests of B.L.Dulaney and M.M.Butler.

(b), That W.W.James, M.M.Butler and W.A.Sparger are the joint owners of the following tracts or interests in lands situated in Lee County, Virginia:-

(1) (1). A tract of land conveyed by A.M.Goins, Comr., to the above parties, March 5th, 1895, being a 1/9 in the Elijah Pennington tract conveyed by Saul Spurrier and wife to the C.O.C. & I.Co. (See exhibit "15", suit of the P.G.Bank &c.).

It will be seen from statement "L" that lien "A" is first in order of priority on the interests of W.A.Sparger and W.W.James in the percedeing tract; that lien "B" is second in order of priority on the interests of W.W.James and W.A.Sparger, and first in order of priority on the interest of M.M.Butler; that lien "C" is third in priority on the interests of W.W.James and W.A.Sparger, and sec-

ond in order of priority on the interest of M.M.Butler; and that "D" is third in order of priority on the interest of M.M.Butler in said land.

(c), That I.S.Anderson owns the following tracts or interests in lands situated in Lee County, Virginia:-

(1). A one-half interest in a tract of land purchased from J.L. Pennington and wife. (See exhibit "H.J.M.No.1", suit of W.S.Hurst). This is the land assigned to Elizabeth Harber out of the David Pennington land, and contains about 285 acres.

(2). A one-half interest in a tract of land purchased from J.L. Pennington and wife. (See exhibit "H.J.M.No.2", suit of W.S.Hurst). This is the Rebecca Skidmore interest in the David Pennington land, and contains about 250 acres.

(3). A coal right purchased from the Southwest Virginia Mineral Land Co., consisting of 5 separate tracts, as follows: 47 1/4 acres, 74 acres, 60 acres, 102 1/2 acres, and 76 1/2 acres. (See exhibit "6", suit of P.G.Bank).

(4). A two-thirds interest in two tracts of land purchased from D.C.Sewell and C.T.Duncan, containing respectively, 28 acres and 97 1/2 acres; also a two-thirds interest in the coal right on the following tracts: 84 acres, 130 acres, 35 acres, 90 acres and 948 acres. (See exhibit "7", suit of P.G.Bank).

(5). A one-half interest in the coal, mineral and oil right on a tract of land purchased from James Johnson and wife, containing 95 acres. (See exhibit "9", suit P.G.Bank).

(6). A one-half interest in a tract of land purchased from J.P. Myres and wife, containing 369 acres. (See exhibit "10", suit of P.G.Bank).

(7). One-half of an eight-ninth interest in two tracts of land purchased from H.J.Morgan, Comr., containing respectively 175 acres and 76 poles, and 76 acres and 34 poles. (See exhibit "12", suit of P.G.Bank).

(8). A one-half interest in three tracts of land purchased from W.S.Mathews, Comr., containing respectively 15.7 acres, 2.5 acres and 150 acres. (See exhibit "13", suit of P.G.Bank).

(9). Three tracts of land purchased from W.N.G.Slomp and others, containing respectively 112 acres, 75 acres, and 70 acres. (See exhibit "5", suit of P.G.Bank).

(10). Four lots in the town of Pennington Gap, Va., purchased from the Pennington Gap Improvement Co. (See exhibit "4", suit P.G. Bank).

(11). A lot of land purchased from N.E.Beaty and wife, containing one acre, and situated near Rose Hill, Va. (See exhibit "3", in suit of P.G.Bank).

(12). A one-half interest in a tract of land purchased from Walter H.Johnson and wife, containing 44 1/2 acres. (See exhibit "8", in suit of P.G.Bank).

It will be seen from statement "L" that liens "A", "B", and "C" are all liens against the foregoing lands and interest in lands belonging to the said I.S.Anderson, and are in the order of priority

as represented by the alphabetical arrangement of the capital letters in the margin of said statement. Judgment "D" in statement "L" is not a lien on the lands of said Anderson, except so far as included in judgment "A" of said statement.

In further explanation of statement "L" your commissioner reports that judgment "D" is for the same debt that is judgment "A", with the exception of the additional cost of \$6.14, being the same debt, but against other parties.

(3), To ascertain whether or not said lands will, in five years, rent for a sum sufficient to pay off the judgment lien indebtedness, exclusive of other lien liabilities.

In response to this enquiry your commissioner ascertains that the whole of the lands owned by the defendants in these causes would not, in five years, rent for a sum sufficient to pay off the lien indebtedness reported by your commissioner in statement "L". The greater part of the lands belonging to said defendants are wild mountain lands, of little or no value for farming purposes, and are appreciated chiefly for the undeveloped coal and mineral.

Respectfully submitted, this Oct. 29, 1898,

A. M. Goins,
Special Commissioner.

+++++

Fee for this Report \$ 17.25-

Fee charged to _____

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 23 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 29th day of October, 1898.

A. M. Goins,
Special Commissioner.

W.W.James, B.J.James, M.M.Butler, W.A.Sparger, B.L.Dulaney and I.S. Anderson,

In Acct. With,

Their Lien Creditors.

1895,

Mar. 15. To judgment of W.S.Hurst vs. W.A. Sparger, B.J.James, W.W.James, and I.S.Anderson--Circuit Court, Lee Co., Va., for \$ 452.17
" Int. on same from Feb.15, '94, to Sept.29, '94, 16.87
" Amt. due Sept. 29, '94, \$ 469.04
By Cr. Sept. 29, '94, 32.17
To Bal. due Sept. 29, '94, \$ 436.87
" Int. on Bal.to Nov.9, '98, 107.75
" Cost of suit at Law, 9.96
To Amt. due as of Nov. 9, '98, \$ 554.58 \$ 554.58

1896,

Mar. 10. To judgment of H.J.Morgan, for &c. the P.V.Bank vs. W.W.James, B.L. Dulaney, W.A.Sparger, M.M.Butler and I.S.Anderson--Circuit Court, Lee County, Va., for, \$1000.00
" Int. from Sept. 16, '95, to Nov. 9, '98, 188.83
" Cost of suit at Law, 10.65
To Amt. due as of Nov. 9, '98, \$1199.48 \$1199.48

1897,

Mar. Term.To judgment of Pennington Gap Bank vs.M.M.Butler, W.W.James, W.A. Sparger, I.S.Anderson and B.L. Dulaney--Circuit Court, Lee Co., Va., for \$1038.03
" Int. on same from Dec.15, '95, to Nov. 9, '98, 180.61
" Cost of suit at Law, 11.09
To Amt. due as of Nov.9, '98, \$1229.73 \$1229.73

1898,

June Term.To judgment of W.S.Hurst vs. B.L. Dulaney and M.M.Butler--Circuit Court, Lee Co., Va., for \$ 452.17
" Int. on same from Feb.15, '94, to Sept. 29, '94, 16.87
" Amt. due Sept. 29, '94, \$ 469.04
By Cr. Sept. 29, '94, 32.17
To Bal. Sept. 29, '94, \$ 436.87
" Int. on Bal to Nov.9, '98, 107.75
" Extra Cost of suit at Law, 6.14 6.14
TO TOTAL LIEN INDEBTEDNESS, Nov.9, '98, \$2989.93

+++++

STATEMENT "L".

W.S.Hurst, Compl't.,)
 vs.)
 W.W.James, B.J.James, I.S.Anderson, W.A.Sparger,) In Chancery.
 B.L.Dulaney, M.M.Butler, Mary J.James in her own)
 right, and Mary J.James executor of the last will)
 and testament of C.L.James, dec'd., Defts.,)

AND

W.S.Hurst, A.G.Hyatt and J.A.G.Hyatt, private Bank-)
 ers and partners under the firm name of Pennington)
 Gap Bank, Compl'ts,)
 vs.) In Chancery.
 M.M.Butler, W.W.James, W.A.Sparger, I.S.Anderson,)
 B.L.Dulaney, H.J.Morgan, W.S.Mathews, Comr., and)
 B.H.Sewell, Comr., Defts.,)

EXTRACT FROM DECREE.

Virginia:

At a Circuit Court continued and held for Lee county, at the Courthouse thereof, on Saturday, the 11th day of June, 1898.*****

"On consideration of all which, and for reasons appearing to the Court, the Court doth adjudge, order and decree that the said causes be brought on to be heard together; and it appearing to the court that there are other judgments, other than those set out in the bills, A.M.Goins is hereby appointed a special commissioner, whose duty it shall be to ascertain all the liens existing against the real estate of W.W.James, B.J.James, I.S.Anderson, W.A.Sparger, B.L.Dulaney, M.M.Butler, and Charles L.James, dec'd, situated in Lee county, Va.; what lands are owned by said parties; the priorities of said liens; and whether or not said lands will or not rent for a sum sufficient in five years to pay the judgment lien indebtedness, exclusive of other lien liabilities. Said Commissioner will give at least ten days notice of his sitting to the attorneys of the parties, &c."

A Copy Teste:

ArB Munsey,
 Clerk.

COMMISSIONER'S NOTICE.

All parties interested in the decree from which the foregoing is an extract, will take notice that, on the 8th day of August, 1898, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such evidence as will enable me to comply with the order of the court.

This July 15th, 1898.

A. M. Goins,
 Special Commissioner.

"N."

W. S. Hurst &c.

vs { Court's Notice of Acct.

W. W. James et al

Aug. 8th 1898.

Executed July 15-1898 by
mailing a copy of the within
notice to R. F. Irvine, atty. for
Defts, and by delivering a
copy of same to L. S. Hyatt
atty. for plffs, in person,
H. M. Gomis,
Special Comr.

I accept legal service
for Pennington Gap R.R.
July 20th 1898.

L. S. Hyatt atty.

We accept legal service
for Wm. S. Hurst 7/20/98
Pennington Bros.
attys

Wm. S. Hurst &c.

W. S. Hurst

vs.

W. W. James et al.,

and

P. F. Bank

vs.

M. M. Butler et al.

In Chancery

Commissioner's Report.

Filed Oct. 29, 1898,

A. B. Munsey Clerk

61.49

46.75-

17.25-

\$ 125.49

8 Copy ~~books~~ 2

2 ~~replacment~~ made.

Court's fee \$17.25.

To the Hon W. F. Miller, Judge of
The Circuit Court of Lee County;

The undersigned commissioners,
who were by a decree entered
on the 12th day of November, 1898,
in the chancery causes in said
court pending entitled "W. S.
Hurst vs. W. W. James et al" and
Pennington Gap Bank vs. M.
M. Butten et als", directed to
make sale of certain real estate
in said cause fully described,
beg leave to report as follows:

They executed the bond required
by said decree.

They advertised the sale by
posting typewritten notices as
required by said decree that on
the 2nd day of the Jan'y Term 1899
of the County Court for Lee County,
they would expose the said lands
to sale in accordance with the
terms of said decree. On the
first and also on the second
day of said January Term, they
publicly announced that said
sale was adjourned to and
would be made on the first

day of the Feby. Term, 1899, of the said County Court. This adjournment was made and had pursuant to an agreement between plaintiffs and defendants in said causes.

On the 20th day of February 1899, that being the first day of the Feby. Term, 1899, of the said County Court, at the noon recess of the said Court, at the front door of the courthouse of said County, in the presence of a large crowd of people, they offered the said real estate for sale: They offered first the tract marked (b)(1) in Comm. Goins' Report being the Saul Spurrier & wife $\frac{1}{9}$ interest in the Elijah Pennington tract, when J.S. Anderson and S.J. James as agent for Mary J. James bid therefor the sum of fifty dollars (\$50.00) and that being the only bid therefor the same was knocked down to the said J.S. Anderson and Mary J. James at that price.

We next offered separately

the five tracts marked (a) (1) to (a) (5) inclusive but could get no bids.

We then offered the said five tracts together when the said Anderson and James bid therefor the sum of eleven hundred and fifty dollars (\$1150.00) and that being the highest bid offered the said five tracts were knocked down to them at that price.

Shortly after said sale was closed Judge C. T. Duncan, Attorney and Agent for W. W. James and Jno. H. Caldwell came to us and asked that said sale be reopened, stating that he was authorized to bid for them the full amount of the debts reported. The said Anderson and James consented that this might be done.

The said Duncan, then, acting for said James and Caldwell bid for said six tracts of land, to-wit: (a $\frac{1}{9}$ interest in the Elijah Pennington lands marked (b) (1)

in Cour. Goins' report, being the
Said Spurrier & wife interest; an-
other $\frac{1}{9}$ interest in said lands
being the R.D. Flannery & wife interest
and marked (a)(1) in said Goins'
report, another $\frac{1}{9}$ interest in said
lands being the A.G. Thompson in-
terest and marked (a)(2) in said
Goins' report; and still another
 $\frac{1}{9}$ interest in said lands being
the Mary J. Stivers interest and
marked (a)(5) in said Goins' re-
port, making $\frac{4}{9}$ of said Elijah
Pennington lands; the tract
known as the Arch Witt land
supposed to contain 317 acres,
and marked (a)(3) in Cour. Go-
ins' report; and the tract known
as the Joseph Marcus land
supposed to contain 75 acres
and marked (a)(4) in said
Goins' report. ^{all of said tracts being sold by the boundary and not for the same} The sum of
Three thousand, two hundred
and thirty-three dollars and
fourteen cents (\$3233.14) The
Said Jno. H. Caldwell and W.W.
James then paid to us the

sum of one hundred and ninety-nine dollars and fifteen cents (\$199.15) costs of suits and commissions on sale, and this sum we hold subject to the order of the court. The said Jno. H. Caldwell and W. W. James then executed to us their two bonds for the sum of One thousand, five hundred and sixteen dollars and ninety-nine and one-half cents (\$1516.99½) each with Isaac L. Anderson and B. L. Delaney surety on each, and one of said bonds due one year and the other two years from day of sale. The security is good.

We recommend a confirmation.

Very Respectfully,
L. T. Hyatt and
E. W. Pennington
Spe Commrs

W. S. Hurst
vs $\frac{1}{2}$ In Chy.

W. W. James et al.
and.

Pennington Gap Band
vs $\frac{1}{2}$ In Chy.

M. M. Butler et al.

Report of sale
of E. W. Pennington
and L. T. Hyatt Comrs.

Filed Mch. 7th 99
A. B. Munsey Clerk

Apr 12 1898

O. B. 6 / 2 1898

XA

To the Honorable H.A.W.Skeen, Judge of the circuit court for
Lee county, Virginia:

Your undersigned commissioners report that the first bond for
the sum of \$1516.99 1/2 executed to them by W.W.James and Jno.H.
Caldwell, with Isaac S.Anderson and B.L.Dulaney, sureties, for land
purchased in the chancery causes pending in your honor's court en-
titled W.S.Hurst vs.W.W.James et als. and Pennington Gap Bank vs.
M.M.Butler et als. pending in your honor's court, is past due and
has not been.paid.

They ask that a rule be awarded against said purchasers to
show cause, if any they can, why said lands should not be re-sold,
and whay personal judgments shall not go against the makers of said
bond.

Very respectfully submitted,

E.W. Pennington
and L.P. Hyatt
Comrs.

W.S. Hurst
vs 3 In Chy.
W.W. James et al..
And
Peew. Gap Bank
vs 3 In Chy
M.M. Butler et al.

Report of failure to
pay purchase money
note.

Filed March 13th 1890
A.B. Munsey Clerk

~~11~~

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
for Lee County, Virginia:

Your undersigned commissioners in the chancery causes pending in the said court entitled " W.S.Hurst vs. W.W.James et als." and "Pennington Gap Bank vs. M.M.Butler et als." respectfully report the second bond of \$15.16.99 $\frac{1}{2}$ for the purchase price of the lands sold by them under the proceedings of the said causes is now past due, and no part of it has been paid; and they respectfully ask that a rule be awarded against the purchasers, Jno.H.Caldwell and W.W.James, purchasers, and I.S.Anderson and B.L.Dulaney, their sureties~~xxxx~~ on said bond, returnable to the first day of the June term 1901 of this court to show cause if any they can why personal judgment shall not go against them on said bond, and why a re-sale shall not be ordered to pay the said bond.

Very respectfully,

E.W. Pennington
and H.T. Hyatt
Spe Commrs.

said bond.

Very respectfully,

on said bond, and why a re-sale shall not be ordered to pay the

W.S. Hurst
vs { Du Chy
W.W. James et al
And
Pennington Gap Bank
vs { Du Chy.
M.M. Butler et als.

Report of failure
to pay second pur-
chase money bond.

Filed Feb 12, 1901.
A.B. Munsey Clerk

XIX

ine in the said court entitled "W.S. Hurst vs. W.W. James et al."
Your undersigned commissioners in the chancery causes pend-
ing in Lee County, Virginia:

To the Honorable H.A.W. Ecken, Judge of the Circuit Court

LEE CIRCUIT COURT.

W. S. Hurst,

Plaintiff,

v.

W. W. James, et al,

Defendants,

and

(In Chancery)

Pennington Gap Bank,

Plaintiff,

v.

M. M. Butler, et al,

Defendants.

COMMISSIONER'S REPORT.

To the Honorable H. A. W. Skeen,

Judge of the Circuit Court of Lee County, Virginia:

The undersigned, your Special Commissioners, who have been acting under decrees in this cause, and who sold the lands in the bill and proceedings mentioned, as hereinbefore reported, beg leave to report that since the last calling of this cause, all the purchase money notes due to your Commissioners by virtue of the sale made by them to W. W. James and John H. Caldwell on February 20th, 1899, and reported by report filed in this cause on March 7th, 1899, said money was paid to your Commissioners, one third by I. S. Anderson, one third by Mary J. James, and one third by John H. Caldwell and B. L. Dulaney jointly, and in equal proportions, the purchasers W. W. James and John H. Caldwell assigned their purchase money ~~money~~^{bid} after the aforesaid sale to the above parties in the above proportions, and the purchase money was paid to us in accordance with said assignment and agreement of parties. As W. W. James paid no part of the purchase money, beyond his portion of the costs, which your Commissioners

understood was repaid to him by the above named parties,
the said parties desire a rule against said James, to show
cause why his apparent interest in said property should not
be re-sold to reimburse them for their payments under his
assignment. ^{and to clear the title to said land.} At the request of said parties your Commissioners
make these statements in this their report. The entire amount
of money under the decree for sale in this case, together with
interest and costs in full to the present time was paid to
your Commissioners. Your Commissioners further beg to report
that in addition to what was decreed for by the decree for sale
herein an error was made in entering up the original judg-
ment at law in favor of W. S. Hurst, Plaintiff, in one of
these two causes, whereby interest was allowed on the said
judgment from the maturity of the note in said cause sued on
on \$452.17, when the said note bore interest from its date,
and the judgment should have been rendered for that sum,
with interest from the date of the note. This made a differ-
ence of \$40.69, which sum was paid to your Commissioners
by the said I. S. Anderson, Mary J. James, John H. Caldwell
and B. L. Dulaney, they waiving legal procedures to force
said payment, and paying same by agreement. Your Commissioners
have disbursed to the parties entitled all money in their
hands, and have all proper receipts, with the exception of
paying taxes on the fund for the present year, the ticket for
which has not yet been made out; but your Commissioners

retained enough money to pay said taxes, and will pay same at the proper time and file receipts.

All of which is respectfully submitted, this 8th day of June, 1901.

*E. W. Pennington and
L. J. Nyau, Comrs.*

W. S. Hunt

W. W. Janner et al

Pennington Gap Bank

M. M. Butler et al

Filed June 8-1901
A. B. Mursey Clerk

Report of Dis-
bursements by
Commissioners

XX 11

9th of June, 1901.

All of which is respectfully submitted, this 8th
the proper time and file receipts.

retained enough money to pay said taxes, and will pay same at

Office Judgments which became
final on the last day of the
March Term 1897

4

Pennington Gap Bank -
Plaintiff.

vs $\frac{3}{4}$ In Debt.

M. M. Butler, W. W. James,
W. A. Sparger, J. S. Anderson
and B. L. Dulaney,

Defendants.

The defendants not appear-
ing after being duly summoned;
It is considered by the court

C.	4.24	that the judgment obtained in
Tax	1.60	the Clerk's Office in favor of the
Sh.	2.50	plaintiff against the defendants
Atty	2.50	for the sum of \$1038.03 One Thous-
Co.C.	.25	and and thirty-eight dollars
	\$11.09	and three cents. The amount of

the note, waiving homestead exemp-
tions, in the declaration men-
tioned, and legal interest thereon
from the 15th day of December 1895-
until paid, and the costs be
made final.

A. B. Munsey Clerk
Attest:
A. B. Munsey Clerk.

Pennington Gap
Baus

v3. 3 Chy.

M. M. Butler
et al.

Copy of Judgt.

378

"Exhibit No. 1."

II

Clerk's fee 25¢

Pennington Gap Bk

vs. $\frac{3}{2}$ In Chancery.

M. M. Butler et al

J. L. D. No. 3 p 150

Pennington Gap Bank

vs. $\frac{3}{2}$ Transcript

$\frac{3}{2}$ from Lien

$\frac{3}{2}$ Docket

M. M. Butler et al

"Exhibit No. 2."

Clerks fee 25¢

W. E. Criveter

Lien Docket

Debt, Damages, Interest and Costs.

Amount and Date of Credits.

Judgment for \$1038.03 with interest from
the 15th day of December, 1895, until paid,
and \$11.09 costs: C. 4.24 Tax 1.60 S. 2.50
Atty 2.50 Co. C. 25-

Virginia, Lee County, to wit:

I, J. V. F. Richmond, Clerk of the County
Court for the County aforesaid, do certify
that the foregoing is a true transcript from
the records in my Office. Given under my
hand this the 10th day of May 1897.
J. V. F. Richmond Clerk.

Judgment

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	
1897 March 1.	Circuit Court Lee Co. Va.	1897 March 22	Pennington Gap Bank Plff. vs. M. M. Butler, W. W. James W. A. Sparger, J. S. Anderson & B. L. Dulauey.	In Debt. Defts

This Deed made and entered into this 10th day of October 1890 by and between N.E. Beaty and Sarah A. his wife parties of the first part and J. S. Anderson, party of the second part, all of Lee Co State of Va.

Witnesseth That for and in consideration of the sum of Four hundred and twenty-five dollars cash in hand paid the receipt of which is hereby acknowledged the said Beaty and wife have this day given, granted, bargained and sold and by these presents do convey unto the said Anderson his heirs and assigns a certain tract lot or parcel of land in Rose Hill Lee County, ~~Virginia~~ and containing one acre and bounded as follows: Beginning at a rock on the South side of the main road corner of H.A. Humphreys land and running with said road S. 40° W. 8 poles to a rock, thence S. 41° E. 20 poles to a rock, thence N. 46° E 8 poles to a stake in said Humphreys line thence N. 41° W. 20 poles to the beginning, containing one acre (said

Humphreys land now owned by Caleb Bales) To have and to hold said lot or parcel of land with all its appurtenances unto the said Andersson his heirs and assigns forever. And said parties of the first part covenant to and with said party of the second part that they are lawfully seized of said land; that they have a right to convey it, that they have done no act to encumber the same and will warrant and defend the title thereto against the lawful claims of all persons whatsoever. Witness the following signatures and seals.

N.E. Beaty (Seal)

Zarah A. Beaty (Seal)

Lee County, to wit:

I, L.S. Fulkerson, a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that N.E. Beaty and Zarah A., his wife, whose names are signed to the writing above, bearing date on the 11th day of October 1890 have acknowledged the same be-

for me in my county aforesaid.
Given under my hand this 14th
day of October 1890.

Lee S. Fulkerson J.P.

Virginia, Lee County, to wit:

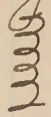
In the Office of the Clerk of
the said County the 17th day of
October 1890 this deed was pre-
sented and together with the
certificate thereto annexed ad-
mitted to record.

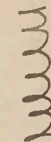
Teste: John R. Gibson, clerk

Virginia, Lee County, to wit:

I, J. V. F. Richmond, Clerk of the
County Court for said County, do
certify that the foregoing is a true
transcript from the records in
my office. Given under my
hand this the 15th day of May 1897.

J. V. F. Richmond Clerk

Pennington Gap Bk.
vs  In Chancery.
M. M. Butler et al
D. B. No. 25- page 579.

J. S. Anderson
vs  Deed
N. E. Beaty & wife

"Exhibit No. 3."

Clerk's fee 60¢

This Deed made this the 12th day
of May A.D. 1891 by and between
The Pennington's Gap Improvement
Company, of Pennington's Gap, Vir-
ginia, a corporation organized
and existing under the laws of
Virginia, by E. W. Pennington, its
attorney in fact which power of
attorney is of record in the Coun-
ty Court Clerk's Office of the County
of Lee and State of Virginia, in
Deed Book No. 25 - page 580 - 17
party of the first part and Isaac
S. Anderson of Lee County, Vir-
ginia, party of the second part:
Witnesseth That for and in con-
sideration of the sum of Four
Hundred and fifty dollars
(\$450.00) paid and to be paid as
follows, to wit:- One hundred
and fifty dollars (\$150.00) cash
in hand paid, the receipt of
which is hereby acknowledged,
and the remainder to be paid in
two equal installments, in one
and two years from this date
and to secure the payment of
which a lien is hereby reserved
upon the land hereby conveyed

which lien may be released on payment, by said E. W. Pennington, Attorney as aforesaid or by E. W. Pennington as the General Manager of said Company or by either of their successors in Office, The said party of the first part, subject to the condition hereinafter mentioned which is agreed to be a condition precedent to the vesting of the title to the land herein described, Doth Grant and convey unto the party of the second part with covenants of general warranty four certain lots or parcels of land lying and being in the town of Pennington's Gap Virginia and shown upon the plat of the said Town marked "Plat No two of Pennington's Gap Improvement Company and recorded in Lee County Clerks and on said "Plat No. 2. Shown as Lot No nine in block No 12 and fronting on Summit Avenue fifty feet and running two hundred feet; Lot No. ten in Block No 12 and fronting on Summit Ave-

me fifty feet and running back two hundred feet; Lot No 15 in Block No. 12. and fronting on Summit Avenue fifty feet and running back two hundred feet; and Lot No. sixteen and fronting on Summit Avenue fifty feet and running back two hundred feet. To have and to hold the said lots or parcels of land together with all their appurtenances unto the said party of the second part his heirs and assigns in fee simple: Provided, Always, nevertheless; and upon condition that said party of the second part his heirs or assigns or either of them, shall not sell any wine, whiskey, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the party of the second part doth hereby agree with said party of the first part that if he, his heirs or assigns

should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lots or parcels of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said party of the second part and his Creditors. In testimony whereof, the said Pennington's Gap Improvement Company has caused its corporate name to be herewith signed and its corporate seal herewith affixed by its said Attorney in fact the day and year first above written.

Pennington's Gap Improvement Company
By E. W. Pennington, Attorney in fact.

State of Virginia =
County of Lee = To wit:-

I, John R. Gibson, Clerk of
the County Court for the County
aforesaid and State of Vir-

giving do certify that E. W. Pennington, whose name is signed to the writing above, bearing date on the 12th day of May 1891 has acknowledged the same before me in my County aforesaid; and I do further certify that said Pennington has also acknowledged before me in my County aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the Attorney in fact of said Company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said Company. And said deed is admitted to record. Given under my hand this the 15th day of June, 1891.
John R. Gibson Clerk.

Virginia, Lee County, to wit:
I, S. V. F. Richmond, Clerk
of the County Court for said

Remington's Gap Br.
vs J. E. Chauncy.
Wm. Butter et al.

D. B. No. 27 page 206.

Isaac S. Anderson
from $\frac{3}{2}$ Deed.

Remington's Gap and
provement lower
party

"Exhibit No. 4."

Clerk's fee \$1.10

County, do certify that the fore-
going is a true transcript from
the records in my office. Given
under my hand this the 12th day
of May 1897.

J. T. F. Richmond Clerk

This Deed made this the 8th day of June 1894, between W. N. G. Slemp and Minerva A. D. Slemp his wife and Henry J. Morgan, Trustee as hereinafter mentioned of the first part and I. S. Anderson of the second part, all of the County of Lee State of Virginia, Witnesseth that in consideration of a note of said Slemp and M. D. Collier executed to the said Anderson upon which there is a balance due of more than two thousand Dollars (\$2000) being surrendered by said Anderson to said Slemp, the said W. N. G. Slemp and Minerva A. D. Slemp his wife do by these presents give, grant, bargain, sell, release, and convey unto the said Anderson three certain tracts or parcels of land adjoining each other lying and being in the said County of Lee and in the Crab Orchard Country and on the head waters of Jones Creek, the first of which tracts contains 112 acres and was conveyed to the said Slemp and M. D. Collier by Stephen W. Creech & wife A. J. Bai-

Bailey & wife and is bounded as follows to wit: Beginning at a chestnut & dogwood, thence N. 43° E 38 poles to a rock in the branch S. 49° E 20 poles to a rock N. 16° E. 24 poles to two water oaks, N. 31° W. $9\frac{1}{2}$ poles to a locust N. 37° W. 10 poles to a stake, N. 82° W. 13 poles to a stake near grave yard, N. $31\frac{1}{2}$ W. as the ridge meanders 21 poles to a stake N. 55° W. 25 poles to a chestnut in the gap of the ridge N. 27° W. $9\frac{1}{2}$ poles to Witts corner N. 68° W. $8\frac{3}{4}$ poles to a stake, N. 42° W. $26\frac{1}{2}$ poles to a stake, N. 17° W. 24 poles to a stake, N. 31° W. 26 poles to a stake N. 48° W. $11\frac{1}{2}$ poles to a stake N. 56° W. $6\frac{1}{2}$ poles to a stake, N. 42° W. 10 poles to a stake, N. 35° W. 26 poles to a stake N. 52° W. $5\frac{3}{4}$ poles to a stake, N. 56° W. 24 poles to a stake, N. 42° W. 8 poles N. 59° W. 20 poles to a stake, N. 40° W. 12 poles to a stake N. 58° W. 4 poles to a stake N. 51° W. 16 poles to a stake, N. 44° W. 9 poles to 2 chestnut oaks on top of the little black mountain, thence S. 83° W. $29\frac{1}{2}$ poles to a

rock on the "High Point" S. 28° E
8 poles to a stake, S. 42° E 28 poles
to a stake S. 35° E $21\frac{1}{4}$ poles to a
stake, S. 42° E. $11\frac{3}{4}$ poles to a stake,
S. 46° E 17 poles to a stake S. 21° E $8\frac{2}{3}$
poles to a stake S. 44° E. 37 poles to
a stake S. 48° E 17 poles to a stake
S. 35° E 12 poles to a stake S. 22° E 9
poles to a stake, S. 4° N. 12 poles
to a stake S. 18° N. 26 poles to a
stake, S. 28° E 7 poles to a small
Black Oak S. 46° E 4 poles to a stake,
S. 70° E 7 poles to a stake S. 63°
E. 13 poles to a stake S. 53° E 15 poles
to a stake S. 40° E 11 poles to a
stake, S. 59° E 15 poles to a stake,
S. 17° E 27 poles to an oak and
thence ~~S. 45° E~~ S. 50° E 38 poles to the
Beginning.

The second of said tracts con-
tains 75-acres and was conveyed
to the said M. D. Collier & wife by
Martin H. Witt & wife by deed
Novr 13th 1888 and by the said M.
D. Collier & wife to the said W. N. G.
Slump see deed on record - and is
bounded as follows, viz: Begin-
ning on a rock and chestnut on
the middle Ridge of Jones Creek,


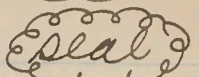
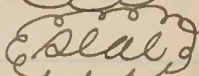
Thence S 5-2 N. 40 poles to a chestnut
and white oak N. 27 N. 9 poles to a
stake, N. 68 N. $8\frac{3}{4}$ poles to a stake
N. 42 N. 26 poles to a stake, N. 17 N.
24 poles to a stake on top of a
ridge N. 31 N. 26 poles to a stake
N. 48 N. $11\frac{1}{2}$ poles to a stake N. 5-5- N.
 $6\frac{1}{2}$ poles to a stake N. 42 N. 10 poles
to a stake, N. 5-5- N. 26 poles to a
stake, N. 5-2 N. $5\frac{3}{4}$ poles to Colliers
Old corner, N. 56 N. 24 poles to a
stake, N. 42° N. 8 poles to a stake
N. 59 N. 20 poles to a stake, N. 40 N.
12 poles to a stake, N. 58 N. 4 poles
to a stake N. 57 N. 16 poles to a
stake, N. 44 N. 9 poles to two chest-
nut oaks on the top of Little
black mountain, N. 76 E with
the said mountain 86 poles to
two locusts corner to James D
Witt's land S. $28\frac{1}{2}^{\circ}$ E 158 poles to a
black oak and rock N. 75° E 32
poles to a white oak corner to
James D. Witt's land and Thence
S. 15° E. 36 poles to the Beginning.

The third tract, which tract con-
tains 70 acres and was conveyed
to M. D. Collier by James D Witt

and wife by deed dated Novr 8th
1888, and by said M.D. Collier &
wife to W.N.G. Slump, see deed on
record, and is bounded as
follows - Beginning at a white
Oak on the top of the Middle
Ridge, between the forks of Jones
Creek, thence N. 5° W. 156 poles to
a chestnut oak on the top of the
little Black Mountain, N. 55° W.
20 poles to a chestnut oak, thence
S. 68° W. 82 poles to a chestnut and
two locusts on the top of said
mountain, said M.D. Collier's cor-
ner S. 28½° E. 158 poles to a small
black oak on the orchard ridge
and thence N. 75° E. 32 poles to the Be-
ginning to have and to hold said
three tracts or parcels of land
with the appurtenances thereto be-
longing unto the said J. S. Ander-
son his heirs and assigns for-
ever, and the said W.N.G. Slump
and Minerva A.D. Slump his wife
covenant that they will warrant
generally the title to the three
tracts of land herein mentioned.
And whereas the said W.N.G.
Slump & wife and Martin D.

Collier & wife did on the 22nd day of July 1890, convey to said H. J. Morgan as trustee the said three tracts of land with covenants of general warranty, to secure the payment of a certain debt therein described, and the said debt having been surrendered to the said W. N. G. Slump by the said I. S. Anderson and this being the consideration for which this deed of conveyance is made and executed. In consideration of the premises the said H. J. Morgan, Trustee &c. doth by these presents give, grant, bargain, sell, release and convey unto the said I. S. Anderson all right title interest claim and demand vested in him by virtue of the deed of trust aforesaid, to have and to hold said three tracts of land with all appurtenances thereto belonging unto the said I. S. Anderson and his heirs forever. And the said Morgan covenants that he warrants only specially the title

to the land hereby conveyed. Witness the following and seals.

W. N. G. Slump 
Minerva A. D. Slump 
Henry J. Morgan 

Virginia, Lee County, to wit: -

I, John Riddle, a Justice of the Peace in and for the County and State aforesaid, do certify that Minerva A. D. Slump wife of W. N. G. Slump, whose name is signed to the foregoing deed bearing date on the 8th day of June 1894 personally appeared before me in my County aforesaid and acknowledged the same. Given under my hand this the 11th day of June 1894.

John Riddle, J.P.

Virginia, Lee County, to wit: -

I, S. V. F. Richmond, Clerk of the County Court for the County aforesaid, in the State of Virginia do certify that W. N. G. Slump and Henry J. Morgan whose names are signed to the writing within bearing date on the 8th day of June

1894, have acknowledged the same before me in my County aforesaid. Given under my hand This 12 day of June 1894.

S. V. F. Richmond, clerk,
Virginia, Lee County, to wit:

In the Office of the Clerk of said County the 12th day of June 1894, This deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, clerk,
Virginia, Lee County, to wit:

I, S. V. F. Richmond, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 15th day of May 1897.

S. V. F. Richmond Clerk

Pennington Gap Bank
v33 In Chancery

W. M. Butler et al.

D. B. No 30 page 25-5-

J. S. Anderson

From 3 Deed.

W. N. G. Slump et al
and H. J. Morgan, Jr.

"Exhibit No. 5"

Clerk's fee \$1.80

This Deed made this 7th day of June 1890 between the South West Virginia Mineral Land Company, a corporation organized and existing under the laws of Virginia, of the first part and Isaac S. Anderson of the County of Lee and State of Virginia of the second part. Witnesseth that for and in consideration of the sum of \$4.00 four dollars per acre amounting in the aggregate to the sum of Fourteen Hundred and Twenty-five Dollars (\$1425-) dollars cash in hand paid the receipt of which is hereby acknowledged the said party of the first part has this granted bargained and sold and by these presents doth convey to the said party of the second part all the Coal in, on and under the following described five tracts or parcels of land situate lying and being in the Precett in Lee County Virginia. The first of which tracts contains Forty-seven $\frac{1}{4}$ ($47\frac{1}{4}$) acres and is fully described in a deed bearing date the 6th day of August 1887 Executed by James Bled-

see and wife to the party of the first part which is duly recorded in the County Court Clerk's Office of Lee County in Deed Book No. 22 Page 423, to which Deed reference is here made for a full and particular description of said tract of land.

2nd The second of said tracts of land contains seventy four (74) acres and is fully described in a Deed from W. H. Barnett and wife to said Company bearing date the 6th day of August 1887, and recorded in the Clerk's Office of Lee County in Deed Book No. 22 Page 425 to which Deed reference is here made for a more particular description of said land. But from the operation of said deed from said Barnett and wife to said Company he excepts one and one-half ($1\frac{1}{2}$) acres around his dwelling house and the same is hereby excepted from the operation of this Deed.

3rd The third one of said tracts contains 60 acres but without fur-

measurement and is sold both as to title and quantity, at hazard, and is fully described in the Deed from William D. Doss and wife to said Company bearing date the 18th day of August 1887 and is fully recorded in the Clerk's Office of Lee County in Deed Book No 22 Page 427 to which deed reference is here ^{and complete} made for a more particular description of said land.

4th The fourth one of said tracts of land contains (102½) one hundred and two and one half acres and is fully described in a deed from Henry C. Woodward and wife to said Company bearing date the 3rd day of August 1887 and of record in the Clerk's Office of Lee County in Deed Book No 22 page 428 to which reference is here made for a full and particular description of said land from the operation of said conveyance from the said Woodward and wife to said Company there is excepted two and one half acres around his house and the same is here-

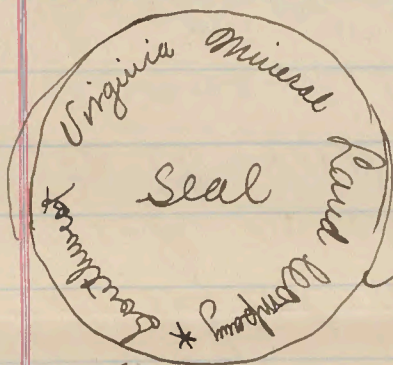
be excepted from the operation of this conveyance.

5th The fifth one of said tracts contains (76½) Seventy Six and one half acres and is fully described in a Deed from John S. Stapleton & wife to said Company bearing date the 6th day of August 1887, which is duly recorded in the Clerks office of Lee County Virginia in Deed Book No 22 Page 430 to which Deed reference is here made for a full and particular description of said land. And the said party of the first part further grants and conveys to the said party of the second part the right to enter upon said small tracts of land to dig, excavate, mine, prepare for market said coal and to construct and operate all such wagon roads, railroads, and train ways upon the surface aforesaid tract of land as may be necessary for the successful mining and working of said coal, and the privilege of using such timber of 14 inches

and less in diameter off of said tracts of land as is necessary for the construction of such roads and ways as the said party of the second part his heirs and assigns may build and for all other mining purposes together with all mining incidents, easements and privileges. And the said grantors in the above named deed to the said Company having each reserved the right to dig and use coal for domestic purposes, the same reservation is here made on each of said five several tracts of land. And the said party of the first part hereby expressly grants to the said party of the second part his heirs and assigns the same rights and privileges and no more, and subject to the same exceptions and reservations as are conveyed to it and contained in the Deeds above referred to. And the said party of the first part warrants generally the title to all the above tracts Except tract No. 3. and as to said tract No. 3. it war-

raets specially.

Witness the following signature and seal.



South West Virginia
Mineral Land Company
by Barton Myers President

Attest:

L. H. Schüds Secretary.

State of Virginia } to wit:-
City of Norfolk }

I, W. L. B. Slaughter, a Notary Public for the City of Norfolk in the State of Virginia, do certify that Barton Myers, President of South West Virginia Mineral Land Company, whose names are signed to the foregoing writing bearing date the 7th day of June 1890, has acknowledged the same before me in my corporation aforesaid to be the act and deed of the said South West Virginia Mineral Land Company and the seal thereto attached to be the seal of the said Company. Given under my hand this 25th day of June 1890.

W. L. B. Slaughter

Notary Public.

Virginia, Lee County, to wit:-

In the Office of the Clerk of said County July 18th 1890 This deed was presented and with the certificate thereto annexed admitted to record.

Teste John R. Gibson clk.

Virginia, Lee County, to wit:-

I, S. V. F. Richmond, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 12th day of May 1897.

S. V. F. Richmond Clerk.

Pennington Gap Bank
vs \int In Chancery
M. M. Butler et al.
D. B. No. 25 page 261.

Isaac S. Anderson
From \int Deed.
South West Virginia
Mineral Land Co.

"Exhibit No. 6."

Clerk's fee \$1.50

This deed made and entered into this the 17th day of June 1890 by and between C. T. Duncan and Mary E. his wife and D. C. Sewell parties of the first part and Isaac S. Anderson, party of the second part, all of the County of Lee and State of Virginia.

Witnesseth that the parties of the first part for and in consideration of the sum of four thousand and one hundred and five dollars and twenty cents, of said sum \$1876 ⁶/₁₀₀ was in hand paid to said C. T. Duncan and \$2228 ⁵⁴/₁₀₀ in hand paid and secured to be paid to the said D. C. Sewell, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, deliver and convey unto the said party of the second part their undivided two thirds interests in the two following described tracts or parcels of land lying and being in the Pocket in Lee County, Va. One of which tracts was conveyed by A. L. Russell wife to C. T. Duncan B. H. Sewell and D. C. Sewell by deed bearing date on the 22nd day

of May 1890 and duly recorded in
the Clerks Office of the Lee County
Court in deed Book No. 25 - page 113 -
to which reference is here made.
Said tract of land is bounded as
follows to wit: Beginning at a
chestnut on the North Bank of
Stone Creek thence N. $2\frac{1}{2}$ W. $10\frac{1}{2}$
poles to a large white oak N. $12^{\circ}10'$
W. $35\frac{1}{2}$ poles to two pines and a
large rock on top of a ridge, thence
with the top of said ridge N. $5^{\circ}5'$ E. $30\frac{1}{2}$
poles to a bunch of chestnut sprouts
and a black gum on top of said
ridge S. $73\frac{3}{4}$ E. 24 poles to a large
white oak S. $43\frac{1}{4}$ E. 17 poles to a
white oak on a point N. $5^{\circ}3\frac{1}{4}$ E. $8\frac{1}{4}$
poles to a black oak and black
gum William Penningtons corner
and with his line S. 50° E. 40 poles
to a stake on the Strike line and
with same S. $68\frac{1}{4}$ W. $5^{\circ}3'$ poles to a
large spruce pine on the South
bank of said creek thence S. 89°
W. 42 poles to the Beginning con-
taining 28 acres more or less.
The other of said tracts is the
same tract conveyed to said

Duncan & Sewells by James L.
Johnston & wife by deed bearing
date on the 4 day of March
1890 to which deed reference is
here made. Said tract of land
is bounded as follows, to wit. Be-
ginning at a white oak on the
East side of a hollow corner to
David W. Martins land and with
a line thereof N. 37 W. and down
a hollow 25 poles to a rock on the
south bank of another branch then
up said branch N. 33 1/2 E. 9 1/2 poles
to a maple on the west side of
said branch thence N. 2 E. 18 poles
to a stake N. 29 1/2 W. 11 poles to a
stake N. 41 1/2 W. 20 1/4 poles to a
small chestnut corner to John
Stapletons land and with his
line N. 60 E. 4 poles crossing a
branch to a white oak on the
East side of said branch, thence
N. 2 1/2 E. 16 poles to a black and
spotted oak on the side of a hill
thence leaving said Stapletons lines
and up a leading spur of a
mountain or ridge N. 2 1/2 W. 9 poles
to a spotted oak on top of said
point N. 25 E. 33 poles to a black

oak on top of another point Thence
N. $12\frac{1}{2}$ E. $6\frac{3}{4}$ poles to a white oak
N $36\frac{1}{2}$ E. $13\frac{3}{4}$ poles to a gum on a
plot N. $16\frac{3}{4}$ W. 16 poles to a double
chestnut on top of a point N. 1 E.
6 poles to a stake in the outside
line of a survey of which this is
part, thence with said outside
line $76\frac{1}{2}$ E 24 poles to a stake N.
 $67\frac{1}{2}$ E. 26 poles to a stake N. 56 E. $17\frac{1}{2}$
to a stake N. 84 E. 24 poles to a
stake S. $60\frac{1}{2}$ E. 12 to a stake S. $69\frac{1}{2}$
E. 12 poles to two dogwoods and two
chestnut oaks S. 11 N. 29 poles to a
stake S. $6\frac{1}{2}$ E 10 poles S. 13 E. 16 poles
to a rock S. $7\frac{1}{2}$ W. 10 poles to a stake
S. $5\frac{1}{2}$ E. 12 poles to a stake S. $40\frac{1}{2}$ N.
14 poles to two gums white oak,
chestnut oak and Spanish oak on
top of a ridge dividing Rock Lick
from Wolf harbor branch Thence
S. $48\frac{1}{2}$ W. 123 poles to the Beginning
containing $97\frac{1}{2}$ acres more or less.
And the said parties of the first
part for and in consideration of
the sum aforesaid do hereby
grant bargain sell and convey
unto the said party of the second

There undivided two thirds interests
 in the coal and other rights and
 interests in on and under the
 five following described tracts
 of land also lying and being
 in the Poorest in Lee County Vir-
 ginia. The first of which said
 tracts is the one which Alexander
 P. Kirk wife conveyed by deed
 bearing date on the 7th day of
 May 1887 all the coal in on and
 under said tract to B. H. Sewell, C. T.
 Duncan and D. C. Sewell which
 deed is duly recorded in the Clerk's
 office of Lee County Court in
 deed book No. 22 page 289 to which
 reference is here made and said
 tract is bounded to wit: Begin-
 ning at a white oak on a hill
 side a corner to George Napier's
 land Thence with a line of the same
 S. 40 W. 50 poles to a stake beech
 and maple on said line thence
 leaving said line and with a line
 of David Remington's land S. 53 E.
 81 poles to a large oak stump on
 the bank of Stone Creek near a
 triple holly Thence down said
 creek as it meanders N. 35 E. 31

poles to a maple with four prongs
from the same root N. 70 E. 16 poles
to a stake S. 65 E. 22 poles to a
stake thence down the creek to
a line of A. D. Russells land to a
chestnut thence to two pines on
the top of a spur thence contin-
uing with his line to David Pen-
ningtons line thence with his line
to E. M. Penningtons line thence
with his line along the dividing
ridge to the Beginning containing
84 acres more or less. The be-
ginning of said tract is the same
upon which Nelson Woodward
& wife and Christopher Woodward
and wife conveyed by deed bear-
ing date on the 20th day of June 1887
all the coal in on and under said
tract to the said C. S. Duncan B. H.
Sewell and D. C. Sewell which deed
is duly recorded in the Clerks Of-
fice of Lee County in Deed Book
N 20 Page 372 to which deed ref-
erence is here made. Said tract is
bounded as follows, to wit: Begin-
ning on a double chestnut Arthur
Harber's corner, thence S. 44 E 16

#6 poles to a black oak S. 27 E. 26
poles to a maple and sourwood
S. $15\frac{1}{2}$ N. 12 poles to a chestnut oak
S. $11\frac{1}{2}$ W $12\frac{1}{2}$ poles to a gum S. 4 N.
15 poles to a Red oak S. 39 E 8 poles
to a state S. $32\frac{1}{2}$ E 14 poles to a
Red oak S. 62 E. $5\frac{1}{2}$ poles to two
Sourwoods S. $85\frac{1}{2}$ E $10\frac{1}{2}$ poles to a
Sourwood and hickory S. 67 E 20
poles to a high pinnacle N. 84 E. 10
poles to a chestnut S. 80 E. 16 poles
to a chestnut oak N. 86 E. $7\frac{1}{2}$ poles
to a chestnut oak S. 64 E $12\frac{1}{2}$ poles
to a chestnut N. $37\frac{1}{2}$ E. 18 poles to a
hickory S. 81 E. 9 poles to a white
oak S. 52 E 27 poles to a gum S. $66\frac{1}{2}$
E. 15 poles to a double maple S. $38\frac{1}{2}$
E. 13 poles to a Sourwood and dead
Red oak N. 26 E 60 poles to a large
pine and chestnut stump N. 15 W
46 poles to a hickory and Sourwood
fallen on a steep bluff N. 78 W. 53
poles to a chestnut and two oak
on the side of a ridge N. 20 W 46
poles to three spotted oaks on said
ridge N. 60 N. 41 poles to two chest-
nuts and gum on top of said
ridge N. 50 W 15 poles to a white
oak Red-oak and maple cor-

mer to Charles Harbiss land thence
S. 56 W. 82 poles to the Beginning,
containing 130 acres more or less.
The third of which said tracts is the
one upon which William A. Par-
sons & wife and E. L. Parsons & wife
conveyed by deed bearing date
on the 24th day of May 1887 all
the coal in on and under said
tract to the said C. T. Duncan, B.
H. Sewell and D. C. Sewell which
deed is duly recorded in the
Clerk's Office of Lee County in
deed book No. 22 page 371 to
which deed reference is here made.
Said tract is bounded as follows,
to wit: Beginning at a spruce
pine stump on the Big Branch
thence S. 45 E. 22 poles to a chestnut
and sourwood S. 29½ E. 81 poles to
a stake in John Pennington's line
being also line of Mourning Audi's
Dower and with said line S. 86½
W. 104 poles to a stake on the bank
of Straight Creek near the foot log
thence up said creek as it mean-
ders N. 48½ E. 44 poles N. 56 E. 18 poles
to a stake at the root of a spruce

pine on the South side of said Creek
N 39 W 2 poles to a stake on the
North side of said Creek N. 13 W.
23 poles to a stake below the mill
dam Thence a straight line to
the Beginning containing 35 acres
more or less. The fourth of
which said tracts is the one upon
which Leroy Sink and W.S. Mar-
tin conveyed by deed bearing
date on the 18 day of May 1887
all the coal in on and under
said tract to the said C.T. Duncan
R.H. Sewell and D.C. Sewell which
deed is recorded in the Clerk's Of-
fice of the Lee County Court in
deed book No. 22 page 265- to
which deed reference is here made.
Said tract is bounded as follows,
to wit: Beginning at a beech on
Presetto's Creek Thence up the
creek to the mouth of a drain
Thence up said drain with Marou
Elys line to a beech and white oak,
Thence continuing with said Elys
line about 4 poles to a white oak
corner to James S. Cooper's land
and with his line line N. 46 $\frac{3}{4}$ W.
153 poles to a stake in William

Penningtons line thence with said Penningtons line S. 38 N. 78 poles to a stake said Penningtons corner thence S. $41\frac{1}{2}$ E. 118 poles to a cucumber, a corner to the lands of E. Wyms heirs and with their lines 100 poles to the Beginning containing 90 acres more or less. The fifth of said tracts is the one upon which John S. Burgin & wife and J. F. Burgin & wife conveyed by deed bearing date on the 10 day of May 1890 all the coal in on and under said tract of land to the said C. T. Duncan B. S. Sewell and D. C. Sewell which deed is recorded in Clerk's Office of the Lee County Court in deed book No. 25- page 116 to which reference is here made. Said tract of land is bounded as follows, to wit: Beginning at a spruce pine on the South bank of Stone Creek thence with the lines of Richard Stirk's land S. 17 E. 92 poles to a chestnut on the lower side of a fence S. 16 N. 58 poles to a black gum and sourwood N. 83 N. 10 poles to a cucum-

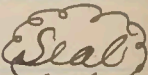
ber and poplar by a fence N. 68 W.
8 poles to two chestnuts and hick-
ory N. 61 W. 20 poles to a stake S.
7 E. 366 poles to a poplar two hick-
ories and a small chestnut oak
on top of a ridge the first main
ledge of rocks on the North
side of Stone Mountain This line
crosses a branch at 82 poles an-
other at 216 poles and at another
286 poles thence with said ledge
of rocks N. 63 E. 36 poles to a stake
thence N. 58 $\frac{1}{4}$ E. 84 poles to a stake
N. 71 $\frac{1}{4}$ E. 37 poles to a stake N. 57 $\frac{3}{4}$
E. 174 poles to a stake N. 56 $\frac{3}{4}$ E. 230
poles to a stake on the East side
of a hollow and on the original
East line of a tract of land con-
veyed by Benjamin Dickinson to
to David Pennington & John S. Bur-
gin by deed dated in 1857 thence
N. 26 $\frac{1}{2}$ W. 238 poles to a chestnut
oak and two black gums one
the top of a ridge N. 36 $\frac{1}{2}$ W. 49 $\frac{1}{2}$
poles to a hickory on John D.
Russell's line thence ~~N. 36 $\frac{1}{2}$ W.~~
~~49 $\frac{1}{2}$ poles to a hickory~~ leaving
said Russell's line and with the
Newberry Day line S. 12 W. 15-

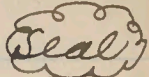
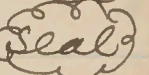
poles to a chestnut and chestnut-oak S. 69 N. 30 poles to a double chestnut and a locust N. 55-1/2 N. 71 poles to a poplar corner to the land of Robert Evans and with the lines of the same S. 26 N. 16 1/4 poles to a black gum N. 86 N. 12 1/2 poles to a stake N. 83 3/4 N. 12 poles to a maple and oak now gone but a maple sprout marked as a pointer N. 73 3/4 N. 29 poles to a white oak on a ridge S. 44 N. 20 1/4 poles to a stooping white-oak and sourwoods S. 85 N. 23 poles to a stake N. 79 N. 11 poles to a stake S. 56 N. 4 poles to a black oak and double chestnut oak S. 64 N. 40 poles to a poplar and sourwood on the East side of Elys Creek corner to the Kirk or Remington land and with the line of the same S. 44 1/2 E. 30 poles to the Beginning containing 943 acres more or less. And the said parties of the first part further grant and convey to the said party of the second part his heirs and assigns the right to enter

upon said said five last mentioned tracts of land and did excavate mine and prepare for market and remove said coal to the extent of their of their undivided two thirds interests, with the right to construct all such Railroads train ways etc as may be necessary for the removal of said coal with the mining privileges and other rights granted to the said Duncan & Sewells in and by the several deeds aforesaid and this conveyance is subject to the same exceptions, limitations and reservations as are contained in said several deeds it being the intention of the parties of the first part to convey to the said parties of the second part the same interests rights and privileges to all the coal and other rights and interests on under and in said several tracts that is owned by them in said tracts and no more and subject to the same limitations, restrictions and reservations and for a full and particular dis-

criptions of said five last mentioned tracts of land and the interest of the said parties therein together with their rights and privileges therein reference is here made to said several deed aforesaid. To have and to hold said undivided two thirds interests in the said two first mentioned tracts of land and the said undivided two thirds interests in the coal and other interests in the five last mentioned tracts of land unto the party of the second part, his heirs and assigns forever. And the said parties of the first part hereby covenant with the said party of the second part that they will warrant generally the said undivided two thirds interests in the said two first mentioned tracts of land and the said undivided two thirds interests in the coal and other interests in the said five last mentioned tracts of land hereby conveyed. Witness the following signatures and seals

the day and year first above
written

C. T. Duncan 

Interlined at four . M. E. Duncan 
places before being signed. D. C. Sewell 

Virginia, Lee county, to wit:

I, A. G. Hyatt, Notary Public
for the State and County aforesaid
do certify that C. T. Duncan & Mary
E. Duncan his wife & D. C. Sewell
whose names are signed to the
foregoing deed bearing date 17th
day of June 1890 personally ap-
peared before me in my county
aforesaid and acknowledged the
same to be their joint act and
deed. Given under my hand this
5th day of July 1890.

A. G. Hyatt, N. P.

Virginia, Lee county, to wit:-

In the office of the Clerk of the
said County July 7th 1890 this Deed
was presented and with the cer-
tificate thereto annexed admitted
to record.

Lester John R. Gibson
Clerk.

Virginia Lee County, to wit:

I, S. V. F. Richmond, Clerk of the
County Court for said County, do
certify that the foregoing is a
true Transcript from the records
in my office. Given under my
hand this the 10th day of May 1897.
S. V. F. Richmond Clerk

Pennington Gap Bk.
vs In Chancery
M. M. Butler et al.

D.B. No. 25 - page 496.

Isaac S. Anderson

From Deed.

C. F. Duncan et ux
and D. C. Sewell.

"Exhibit No. 1."

Clerk's fee \$3.75

This Deed, Made the 18th day of October A.D. 1890 Between Walter H. Johnston of Lee County Virginia and H.M. Johnston his wife of the first part & J.C. Anderson of Sullivan County Tennessee and J.S. Anderson of Lee County Virginia of the second part:

Witnesseth, That for and in consideration of the sum of nine dollars per acre in hand paid and secured to be paid the receipt of which is hereby acknowledged the said parties of the first part do hereby grant bargain sell and convey unto the said parties of the second part the following described tract or parcel of land lying and being in Lee County on the Rattle Black Mountain and near the head waters of Baileys Trace and bounded as follows, to wit: Beginning at a bushy eye on the left hand fork of Baileys Trace a corner to the land of the heirs of C.A. Jessor deeded thence S. 87 $\frac{1}{4}$ ° W. 33 $\frac{1}{2}$ ° to a bushy eye and corner, thence leaving said branch and with Elijah Pruitts line S. 81

+ 3 $\frac{1}{2}$ N 11 S - p to a small white oak,
thence N. 20 W 3 $\frac{1}{2}$ p to a large water
oak on the top of Little Black Moun-
tain N. 31 $\frac{3}{4}$ E. 52 $\frac{1}{2}$ p. N. 27 E. 25 $\frac{1}{4}$ p N 45 $\frac{1}{2}$
E 26 $\frac{1}{2}$ p. N. 68 $\frac{1}{2}$ E. 11 $\frac{1}{4}$ p to a small Hick-
ory corner to said Jesse land and
with lines of the same S. 38 $\frac{1}{4}$ E 26 $\frac{1}{2}$
p. to a Hickory S 51 E. 24 poles to a
water oak S. 52 $\frac{1}{4}$ E 19.4 p to a
Hickory S. 44 $\frac{3}{4}$ E 12 $\frac{1}{2}$ p S. 43 E.
29 $\frac{1}{2}$ p to the Beginning and con-
taining forty four and one half
acres more or less: [It being the
same land conveyed to said W. H.
Johnston by J. F. Witt & wife & E. W.
Flemington, Comr. &c which deeds
is of Record. To Have and to
Hold said tract or parcel of land
together with all its appurtenances
unto the said parties of the second
part, their heirs and assigns for-
ever. The said parties of the first
part for themselves, their heirs and
personal representatives do hereby
covenant with said second parties.
their heirs and assigns that said
land is free from incumbrances,
that they are seised in fee simple

of said land that said second parties, their heirs and assigns shall have quiet and peaceable possession of said land; that said first parties have good right and lawful right to convey said land in fee simple; and that they will execute such ~~off~~ further assurances of title to said land as may be reasonably advised by the attorney of said second parties their heirs and assigns and that they will warrant Generally the title to said land together with all its appurtenances. Witness the following signatures and seals This the day and year first above written.

Walter H. ^{his} Johnston Seal
H. M. ^{her} ^{mark} Johnston Seal

State of Virginia
County of Lee Lo wit:

I, J. L. Pennington, a Justice of the Peace for the County and State aforesaid, do certify that Walter H. Johnston and H. M. Johnston whose names are signed to the writing above

bearing date on the 18 day of October
1890 have acknowledged the same
before me in my County aforesaid.
Given under my hand this 18 day
of October 1890

John L. Pennington J.P.

Virginia, Lee County, to wit:

In the Office of the Clerk of the
said County the 1st day of January
1891 This Deed was presented and
together with the certificate thereto
annexed, admitted to record.

Teste John R. Gibson, Clerk.

Virginia, Lee County, to wit:

I, S. V. F. Richmond, Clerk of the
County Court for said County, do
certify that the foregoing is a
true transcript from the records
in my office. Given under my
hand this the 17 day of May 1897.

S. V. F. Richmond Clerk

Pennington Gap Bank
vs John Chauncery
M. M. Butler et al.

D.B. No. 26 page 272.

J. C. & J. S. Anderson

From 3 Deed.

Walter H. Johnston
et al

No 19

"Exhibit No. 8."

Clerk's fee \$800


This Deed made the 18th day of October A.D. 1890. Between James Johnston of Lee County Virginia and Elizabeth his wife of the first part and J. C. Anderson of Sullivan County Tennessee and J. S. Anderson of Lee County Virginia, of the second part:


Witnesseth, That for and in consideration of the sum of three dollars and seventy-five cents per acre in hand paid the receipt of which is hereby acknowledged the said parties of the first part do hereby grant bargain sell and convey unto the said parties of the second part all the coal, oils gases and other minerals of every kind in upon and under a certain tract or parcel of land situate in Lee County Virginia in the Pocket and on the South side of the Little Black Mountain near the head waters of Baileys Trace adjoining the lands of E. S. Cox and Carter Eddridge on the west and bounded as follows, to wit: Beginning at a stake on the top of a ridge and on the original line of the Richmond & Pennington land, said stake be-

ing also a corner to C. A. Jesse's
heirs land and with lines of same
and the top of the said ridge N.
 $8\frac{1}{4}$ E $17\frac{1}{2}$ p N. $35\frac{1}{2}$ E. $53\frac{3}{4}$ p. N $4\frac{1}{4}$ E 36
p N. $15\frac{1}{4}$ E $15\frac{1}{4}$ p N. 11 N. $38\frac{3}{4}$ p N $13\frac{1}{2}$
W. $12\frac{1}{2}$ p N $39\frac{1}{2}$ W. 10 p N 25 - N. $36\frac{3}{4}$ p
N. 23 N 35 poles to a small black
oak Elias S. Waxes corner thence
with his line and with the top of
a ridge S. 20 N. $9\frac{1}{2}$ p S. 29 N. $9\frac{1}{4}$ p
S. 34 W. 36 p S. 26 N 18 p S. 24 W 11 p
S. 8 E. 38 p S 8 N 24 p S. 4 E. 17 p S.
4 W 18 p S. 10 N 20 p S. 6 N. 11 p S 12 N
28 p to a stake in said original
line, Thence with said line and
leaving the top of said ridge S 48
E $61\frac{1}{4}$ poles to the Beginning and
containing according to a survey
made in April 1890 by L. M. Car-
mical Ninety five 95-acres more or
less. And the said parties of the
first part do further grant and
convey unto said parties of the
second part their heirs and assigns
the right to enter upon said tract
of land at any time and excavate
mine prepare for market and re-
move said coal oil gases and

other minerals and to construct operate and maintain all such wagon roads, railroads and tramways as said second parties their heirs and assigns may deem necessary over and upon said land and also the privilege of cutting taking and using such timber of fourteen inches and under in diameter off of said tract of land as may be necessary for mining said coal, oil, gases and other minerals and the construction and operation of such roads and ways that said second parties their heirs and assigns may build together with all other mining easements and privileges. The said parties of the first part for themselves, their heirs and personal representatives do hereby covenant with said second parties, their heirs and assigns that said coal, oil, gases and other minerals, timbers and easements are free from incumbrances; that they have good and lawful right to convey the same in fee simple to said second par-

ties; that said second parties, their heirs and assigns shall have quiet and peaceable possession of the same; that they will warrant generally the title to said oils, coal, minerals gases tribers and privileges herein conveyed; and that they will execute such other further assurances of title as may be reasonably advised by the attorney of said second parties, their heirs or assigns witness the following signatures + seals this the day and year first above written.

James Johnston 
Elizabeth ^{her} _{mark} Johnston.

State of Virginia
Lee County  So wit:

I, V. H. Kelly, a Notary Public for the County and State aforesaid, do certify that James Johnston and Elizabeth Johnston whose names are signed to the writing above bearing date on the 18th day of October 1890, have acknowledged the same before me in my County aforesaid. Given under my hand

This 18 day of October 1890.

V. H. Kelly, N.P.

Virginia, Lee County to wit:

In the Office of the Clerk of the said County the 1st day of January 1891 This Deed was presented and together with the certificate thereto annexed admitted to record.

Teste John R. Gibson Clerk.

Virginia, Lee County, to wit:-

I, J. V. F. Richmond, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 12th day of May 1897.

J. V. F. Richmond Clerk

Remington Gap Bk.

v3 3 In Chancery.

M. M. Butler et als.

D.B. No. 26 page 276.

J. C. + J. S. Anderson

From 3 Deed.

James Johnston et
ux

"Exhibit No. 9."

Clerks fee \$1.00

This deed made this 24th day of October 1890, between John P. Myers and Cynthia Myers his wife of the County of Lee, State of Va. of the first part, and John C. Anderson of the County of Sullivan & State of Tennessee, and Isaac S. Anderson of the County of Lee, State of Va. of the second part, witnesseth, That in consideration of the sum of \$3126.³⁵ Three Thousand one hundred & Twenty-six & $\frac{3}{100}$ Dollars in hand paid & secured to be paid the receipt of which is hereby acknowledged, The said John P. Myers & Cynthia Myers his wife do by these presents give, grant bargain sell release and convey unto the parties of the second part a certain tract or parcel of land containing 369 acres lying and being in the County of Lee in the Pocket country and is the same land which the said Cynthia Myers inherited from her father Labias Pennington, Deceased. And the same is bounded as follows, to-wit: Beginning on a Dogwood

on a spur of the Rose Mountain
^{about 10 or 15 to 20 ft. to a stake on top of said mountain}
thence with the top of said Mountain N. 88 1/2 E. 30 poles to a stake
N. 54 E. 16 poles to a triper Chestnut
a maple and an oak, thence leaving
said mountain N. 78 W. 27
poles to 2 Lymns + a ~~Sugar~~ Sugar
tree in a hollow N. 41 W. 74 poles
to a stake S. 79 1/2 W. 26 poles to a
Beech on the South bank of
Strait Creek, thence down the
same S. 59 1/2 W. 15 1/4 poles to a Syc-
amore + poplar on the north
bank of said creek thence leav-
ing said creek N. 62 1/2 W. 12 poles
to a Sugar tree + lymn thence N 11
W. 280 poles to a lymn, poplar +
Chestnut oak S. 72 W. 6 poles to a
stake + chestnut oak on top of a
ridge S 3 E 11 poles to a Hickory.
and Chestnut oak S. 52 1/4 W 5-2
poles to a Chestnut + maple S. 84
W. 70 poles to a stake at mouth
of a hollow near Lin's Creek, thence
down the bank of said Creek
S. 15 E 70 poles S. 2 E 20 poles S. 9 W
45 poles S. 10 W. 40 poles S. 1 1/2 W
45 poles crossing the creek to a

The money for which the vendors lien is retained in this deed has been paid in full. Said lien is therefore released. Given under my hand this March 1st 1897.

Teste, J. V. F. Richmond, Clerk John P. Myers.

stake S. $64\frac{1}{4}$ E. $4\frac{3}{4}$ poles to a stake S. 18 E. 30 poles S. 9 E. 24 poles S. $32\frac{1}{2}$ E 7 poles S 19 E. 22 poles N $66\frac{1}{2}$ E. 26 poles to a rock S. $13\frac{1}{2}$ E. 14 poles to a Beech near Straight Creek and down the same N. $84\frac{1}{2}$ W. 9 poles to a stake S. $39\frac{1}{2}$ W. $11\frac{1}{2}$ poles to the mouth of Lin's Creek S. $16\frac{1}{2}$ E 86 poles to the beginning — to have and to hold the said tract or parcel of land with the appurtenances unto the said John C. Anderson and Isaac S. Anderson and their heirs forever. And the said John P. Myers & wife hereby covenant that they have good right and title to said land, that the same is not encumbered. And that they will warrant generally the title to said land against the claims of all persons whosoever, and ($\frac{2}{3}$) two-thirds of the purchase money being yet unpaid, the said Myers and wife hereby reserve to themselves the vendors lien until said purchase money shall be fully paid. witness the following signatures & seals.

John P. Myers (Seal)

Lynthia Myers (Seal)

Virginia, Lee County, to wit:

I, E. W. Pennington, Notary Public in & for the County and State aforesaid, do certify that John P. Myers and Lynthia Myers his wife whose names are signed to the foregoing Deed bearing Date October 24th 1890 personally appeared before me and acknowledged the same, in my County aforesaid. Given under my hand this 28th day of Aug. 1891.

E. W. Pennington Not Pub.

Virginia, Lee County to-wit:-

In the Office of the Clerk of the said County the 9th day of September 1891 this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste John R. Gibson, Clerk

Virginia, Lee County, to wit:-

I, J. V. F. Richmond, Clerk of

the County Court of said County,
do certify that the foregoing is
a true Transcript from the rec-
ords in my office. Given under
my hand this the 12th day of
May 1897.

S. V. F. Richmond Clerk

Pennington Gap Bk.

23 $\frac{3}{3}$ In Chancery

M. M. Butler et als.

O. B. No 27 page 243.

John C & Isaac S.
Anderson -

From $\frac{3}{2}$ Deed

John P. Myers et ux

"Exhibit No. 10"

Clerk's Fee \$1.00

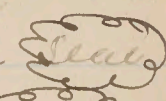
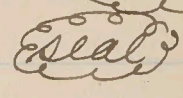
D.B. 25: p 264.

This Deed made the 5th day of July 1890, by and between John L. Pennington and Fannie E. his wife of the first part of Lee County, Virginia, and Isaac S. Anderson of Lee County Virginia and John B. Anderson of Sullivan County Tennessee of the other part. Witnesseth, That for and in consideration of the sum of one thousand five hundred and sixty seven dollars and fifty cents (\$1567⁵⁰) (that is five dollars and fifty cents per acre) cash in hand paid the receipt of which is hereby acknowledged the said parties of the first part do by these presents grant bargain sell and convey unto the said parties of the second part a certain tract or parcel of land lying and being in Lee County Virginia on the North side of Stone Mountain in the Pocket Country, it being the same land which was assigned by Commissioners in the Chancery cause of William Pennington vs E. M. Pennington et als. to Elizabeth Harber out of the Estate of David

Pemington, her father and as one of his eight heirs at law and being the same land that was conveyed on the 28th day of June 1890 to said parties of the first part by Arthur Harber and Elizabeth, his wife and bounded as follows, to wit:- Beginning on a white oak and two sourwoods on top of line S. 88 N. 26 poles to two gums Thence S. 43 N. 23 poles to a chestnut oak and chestnut on top of a ridge and the Kentucky line S. 29 N. 5 poles to a chestnut thence South 12 W. 425 poles to a stake on top of Stone Mountain Thence eastwardly with the top of said Mountain 125 poles to Polly Graham's line and with her line N. 3 E. 456 poles to a stake on Green's line, thence S. 76 N. 24 poles to the Beginning, containing 285 acres more or less. To have and to hold the said land together with all its appurtenances unto the said parties of the second part their heirs and assigns forever. And the said parties of the first part covenant

and agree with the said parties of the second part, their heirs and assigns to warrant generally the title to the land hereby conveyed.

Witness the following signatures and seals This the day and year first above written.

John L. Pennington 
Fannie E. Pennington 

Virginia, Lee County, to wit:-

I, V. H. Kelly, a Notary Public for the County and State aforesaid, do certify that John L. Pennington and Fannie E., his wife, whose names are signed to the writing above bearing date on the 5th day of July 1890, have acknowledged the same before me in my County aforesaid. Given under my hand, this 7th day of July 1890.

Vincent H. Kelly, N.P.

Virginia Lee County, to wit:-

In the Office of the Clerk of the said County July 7th 1890, this Deed was presented and together with the certificate thereto annexed, admitted to record.

Leste John R. Gibson Clk.

Virginia, Lee County, to wit:-

I, S. V. F. Richmond, Clerk of the
County Court for the County afore-
said, do certify that the foregoing
is a true Transcript from the rec-
ords in my office. Given under
my hand this the 12th day of May
1897.

S. V. F. Richmond Clerk

Pennington Gap Bk.

23 $\frac{3}{4}$ In Chancery.

M. M. Butler et als.

D. B. No. 25. page 264

Isaac C. & John C.

Anderson.

From $\frac{3}{4}$ Deed.

John R. Pennington
et al.

"Exhibit No. 11"

Clerk's Fee \$0.80

This deed made This the 4th day of March 1896 between Henry J. Morgan, Commissioner as hereinafter stated, of the first part, and I. S. Anderson and Mary J. James, of the second part, all of Virginia:

Witnesseth that by a decree of the Circuit Court of Lee County, in the Chancery Cause of Henry J. Morgan, Comr. vs. against The Crab Orchard Coal & Iron Co. et als. entered of record on the 3^d day of March 1896, the said Henry J. Morgan was appointed a Special Commissioner for the purpose and directed to convey to the said Isaac S. Anderson and Mary J. James eight ninths ($\frac{8}{9}$) of the two tracts of land in the bill and proceedings mentioned with covenants of Special warranty. In consideration of the premises, and of one dollar in hand paid, the receipt of which is hereby acknowledged, the said Henry J. Morgan, Commissioner as aforesaid, doth by these presents, give, grant, bargain, sell and convey unto the said Isaac S. Anderson and

Mary J. James, in equal proportions
eight ninths ($\frac{8}{9}$) of two certain
tracts of land, adjoining each other,
and the outside lines embracing
both tracts are hereafter set out,
lying and being in said County of
Lee, in the Crab Orchard Country,
one tract containing one hundred
and seventy-five acres and seventy
six poles and the other seventy-six
acres and thirty four poles, and
the outside boundary of the said
two tracts is as follows, to-wit:
Beginning at a chestnut, white &
Spanish oak on a high point of
ridge dividing Summers Creek
and Meadow Fork and running
S 42° W 94 poles to a Beech tree and
Service stump thence continuing the
same course 126 poles to a stake
on top of the Ridge between the
waters of Rock Lick and Mead-
ow Fork; thence along said
Ridge N. $58\frac{1}{2}^{\circ}$ W 16 poles, N. 52° W. 7
poles, N. $60\frac{1}{2}^{\circ}$ W. 9 poles, N. $48\frac{1}{2}^{\circ}$ W.
11 poles, N. $23\frac{3}{4}^{\circ}$ W. 11 poles, N. 37° W 18
poles, N. $86\frac{1}{2}^{\circ}$ W. 7 poles S. $83\frac{1}{2}^{\circ}$ W 17
poles, N. 78° W, 10 poles, N. $30\frac{1}{2}^{\circ}$ W. 30

poles, N. 25° W. 10 poles, due North 20
poles to the top of Lone Mountain;
Thence along said Mountain N. $31\frac{3}{4}^{\circ}$
E $10\frac{3}{4}$ poles, N. $21\frac{1}{2}^{\circ}$ E 7 poles, N. $29\frac{3}{4}^{\circ}$ E
 $7\frac{1}{4}$ poles, N. 81° E. $5\frac{3}{4}$ poles, N. 88° E. 6
poles, N. $69\frac{1}{2}^{\circ}$ E. 7 poles, N. 49° E 33
poles, N. $\frac{1}{2}^{\circ}$ E. 10 poles, N. $\frac{1}{2}^{\circ}$ W. $16\frac{1}{2}$ poles
N. $28\frac{1}{4}^{\circ}$ E 9 poles, N. 33° E. 12 poles,
N. $5\frac{1}{2}^{\circ}$ W. 25 poles, N. $33\frac{1}{2}^{\circ}$ E 8 poles,
N. 63° E. 18 poles, N. 82° E. $17\frac{1}{2}$ poles,
N. $20\frac{1}{2}^{\circ}$ E. 7 poles, N. 26° E $9\frac{3}{4}$ poles, N.
 $43\frac{3}{4}^{\circ}$ E $17\frac{3}{4}$ poles, N. $74\frac{3}{4}^{\circ}$ E $18\frac{3}{4}$ poles,
the point where the division line
makes its start, N. $31\frac{1}{4}^{\circ}$ E. $21\frac{1}{2}$ poles
N. $20\frac{1}{4}^{\circ}$ W. $19\frac{3}{4}$ poles N. 33° E 6 poles,
N. 88° E. 9 poles, N. 77° E. 36 poles, S.
 $15\frac{1}{4}^{\circ}$ E. 8 poles, S. 10° E $13\frac{3}{4}$ poles, S.
 $27\frac{1}{2}^{\circ}$ E. $13\frac{3}{4}$ poles, S. $14\frac{1}{2}^{\circ}$ E $4\frac{1}{2}$ poles,
S. $31\frac{3}{4}^{\circ}$ E. $27\frac{1}{2}$ poles, S. 51° E $5\frac{1}{4}$ poles
S. $38\frac{1}{4}^{\circ}$ E $8\frac{1}{2}$ poles, S. $27\frac{1}{4}^{\circ}$ E. $10\frac{1}{2}$ poles
S. $38\frac{3}{4}^{\circ}$ E. 19 poles, S. $20\frac{1}{2}^{\circ}$ W. $14\frac{1}{2}$ poles,
S. $37\frac{1}{4}^{\circ}$ W. $10\frac{1}{2}$ poles, S. 29° W. 5 poles
S. $14\frac{1}{4}^{\circ}$ W. 15 poles, S. 17° E. 14 poles, S.
 $39\frac{1}{4}^{\circ}$ E. $17\frac{1}{2}$ poles to the Beginning. To
have and to hold Eight ninths ($\frac{8}{9}$)
of said boundary of land in its
undivided condition with all its
appurtenances unto the said Isaac
S. Andersson and Mary J. James

and their heirs forever. And the said Morgan covenants that he will warrant only specially the title to said eight-ninths interest in said two tracts of land embraced in the foregoing boundary. Witness the following signature and seal this the day and year first above written.

Henry J. Morgan Coun Seal
Virginia, Lee County, to wit:

I, C. E. Cook, a Notary Public in and for the County and State aforesaid, do certify that Henry J. Morgan, whose name is signed to the foregoing writing, bearing date on the 4th day of March 1896, has acknowledged the same before me in my County aforesaid. Given under my hand this the 4th day of March 1896.

C. E. Cook, N.P.
Virginia, Lee County, to wit:

In the Office of the Clerk of said County the 27th day of March 1896, this deed was presented and together with the

certificate thereto annexed, admitted to record.

Teste: J. V. F. Richmond, Clerk
Virginia, Lee County, to wit:

I, J. V. F. Richmond, Clerk of the
County Court for said County,
do certify that the foregoing is a
true transcript from the records
in my office. Given under my
hand this the 12th day of May 1897.

J. V. F. Richmond Clerk

Remington Gap Bk.

v3 $\frac{3}{2}$ In Chancery.

M. M. Butler et als.

D.B. 32. page 340

J. S. Anderson and
Mary J. James.

From $\frac{3}{2}$ Deed

Henry J. Morgan
Comr &c

"Exhibit No. 12."

Clerk's Fee \$1.00

This deed made this 3rd day of June 1896 by and between W. S. Mathews, Special Commissioner in the chancery cause of J. B. F. Witt, Adm'r. vs. The Crab Orchard Coal & Iron Company et al. Party of the first part, and Isaac S. Anderson and Mary J. James, parties of the second part

Witnesseth, That whereas by a decree rendered in said cause on the 4th day of April 1892, the said party of the first was appointed a Special Commissioner for the purpose of selling the land in the bill and proceedings mentioned and whereas the said party of the first part, as commissioner as aforesaid, after having advertised the true terms and place of sale for 30 days pursuant to the terms and direction of said decree, did, on the day of May 1895, in front of the Court-house door of Lee County Courthouse, offer for sale the said land in the bill and proceedings mentioned at public outcry, at which sale the said parties of the second part became the purchasers thereof at the price of \$2019.81, they being the highest bidder, of which sum \$1009.96 was paid

in and executed their note for a like sum due in six months from said day of sale, with interest from the day of sale: and whereas the whole of the said purchase money has been fully paid: and whereas by a decree rendered in said cause at the March Term 1896 the said party of the first part was appointed a Special Commissioner for the purpose of making a conveyance of the said land to the said parties of the second part by and with covenants of special warranty.

Now Therefore this indenture witnesseth that in pursuance of the said decretal order, in consideration of the premises and the sum of five Dollars cash in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part hath bargained and sold and by these presents doth grant and convey, with covenants of special warranty unto the said parties of the second part an equal undivided moiety in and to the following described tract or parcel of land situated lying and being in the County of Lee and State

of Virginia, in what is known as the Crab Orchard and bounded as follows to wit: one tract or lot No 10 of a 700 acre tract bequeathed to Arminia Jones by the will of her father John C. Olinger, deceased, and Beginning with the original line N. $38\frac{1}{2}$ W. 64 poles to a stake north west of the original tract and with the lines of the same with fifty-two degrees and thirty-eight poles and one half poles to a stake on the East bank of Hyatt's Branch, S. $38\frac{1}{2}$ E 65 poles to the beginning containing 15 acres and $7\frac{1}{100}$ acres being the same conveyed by Mary J. Jones to John E. Debush on the 11th day of Oct 1889 by deed recorded in Lee County Court Clerk's Office in D.B. 24 page 378.

also another tract bounded as follows: Beginning at a stake on the bank of Crab Orchard Creek, corner to Wallis Barker's land, thence Eastward 52 poles to a stake on the South bank of said creek, a corner to said Barker's land thence Southward with the road to the beginning, containing $2\frac{1}{2}$ acres more or less, being the same land conveyed by Samuel L. Smith & wife to the said John E. Debush by deed bearing

date 14 Nov. 1884 & recorded in Lee
County Court Clerk's Office in D.B. - p. -
also one other tract bounded as fol-
lows Beginning at a Spruce Pine on
Wells Branch, thence N. 30° W. 66 poles
to a stake on the Big Crab Orchard
Creek, down the same as it meanders
42 poles to a stake a little above the
ford ~~of~~ⁱⁿ the creek N. 8° W. 50 poles to a
maple and Dogwood on a line of
the Morris land and with a line
thereof N. 62° E 80 poles to a white oak
and maple, N. 12° W. 16 poles to two
white oaks and maple, corner of
Reason's land and with a line thereof
N. 50° E 12 poles 12 poles to the Jones tract
first above described thence 40° E 100
poles to two white oaks on South Bank
of said Crab Orchard Creek, thence S. 30°
E. 90 poles to Wells Branch thence down
said Branch with the meanders thereof
to the Beginning containing one hun-
dred and fifty-acres more or less
being the same conveyed to John E. De-
busk on 2nd Feby 1882 by Ira G. Sprui-
kle et al. by deed recorded in D.B. 21
p. 300

Witness the following signature and

seal the day and year first above written.

Wm S. Mathews Sp. Commr

Virginia, Lee County, to wit:

I, E. W. R. Ewing, a Notary Public in and for the County and State aforesaid, do certify that W. S. Mathews, Sp. Commr whose name is signed to the foregoing deed bearing date the 3rd day of June 1896, has acknowledged the same before me in my County aforesaid. Given under my hand this 3rd day of June 1896.
E. W. R. Ewing, N. P.

Virginia, Lee County, to wit:

I, A. B. Munsey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true copy from the files of my office. Given under my hand this the 19th day of May 1897.
A. B. Munsey Clerk

Pennington Gap Br

23 $\frac{1}{2}$ In Chancery.

M. M. Butler et al.

Isaac S. Anderson
and Mary J.
James.

From $\frac{3}{4}$ Deed

Wm S. Matthews, Comm.

"Exhibit No. 13"

clerk \$1.00

This Deed, made this 13th day of November 1895, between D. C. Sewell Special Commissioner, as hereinafter set forth, party of the first part, and W. W. James W. A. Sparger, M. M. Butler, B. L. Duane, J. A. Anderson, Chas. L. James and B. J. James, parties of the second part:

Whereas, by a decree of the Circuit Court of the County of Lee entered on the 15th day of November 1893, in the chancery cause entitled Joseph Marcus & wife against The Crab Orchard Coal & Iron Company, therein depending, it was, among other things, adjudged ordered and decreed that B. H. Sewell, who was thereby appointed Special Commissioner for the purpose, should sell by public auction, after certain advertisement, and upon certain terms in the said decree fully set forth, certain real estate therein described; and

Whereas, the said B. H. Sewell, Commr. as aforesaid, pursuant to the said decree, did, on the 19th day of February 1894, after having

duly advertised the same in accordance with the terms of the said decree, offer for sale, by public auction, the following described real estate, to wit: a certain tract or parcel of land situated in the County of Lee State of Virginia on the waters of Jones' Creek in the Crab Orchard, being the same land which was conveyed the said Crab Orchard Coal & Iron Company by Joseph Marcum & Margaret Marcum his wife by deed bearing date on the 5th day of November 1890 & of record in the Lee County Court Clerk's Office to which reference is here made for a more particular description of the land herein conveyed & said tract contains about 75-acres more or less. At which sale the said W. W. James, W. A. Sparger, M. M. Butler, B. L. Dulaney, L. S. Anderson, Chas. L. James & B. J. James made the last and highest bid therefor, and became the joint purchasers thereof at

The price of One hundred and ninety-nine $\frac{504}{100}$ dollars; and

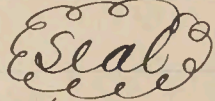
Whereas, the said sale was duly reported to the Court by the said Special Commissioner, and was by another decree, entered in the said cause on the 13th day of June 1894, by the said Court, approved and confirmed; and

Whereas, the said purchasers hath paid the whole of said purchase money, which payment was duly reported to the said Court, and whereupon, by another decree, entered by the said Court in the said cause on the 13th day of June 1894 the said D. C. Sewell was appointed Special Commissioner to execute and deliver to the said W. W. James, W. A. Sparger, M. M. Butler, B. L. Delaney, L. S. Anderson, Chas. L. James and B. J. James a good and sufficient deed, with special warranty, conveying the said real estate to them, the said purchasers in fee simple:

Now, therefore, This Deed Witnesseth, That for and in consid-

eration of the premises, and in obedience to the said last mentioned decree, The said D. C. Sewell, Special Commissioner as aforesaid, doth grant unto the said W. W. James, W. A. Sparger, M. M. Butler, B. L. Dulaney, L. P. Anderson, Chas. L. James & B. J. James, with Special warranty, the real estate hereinbefore fully described.

Witness the following signature and seal:

D. C. Sewell, Commr. 
State of Virginia, County of Lee, to wit:

I, S. V. F. Richmond, Clerk of the County Court for the County aforesaid, in the State of Virginia, do certify that D. C. Sewell, whose name is signed to the writing hereto annexed, bearing date on the 13th day of November, 1895, has acknowledged the same before me in my County aforesaid.

Given under my hand this 14th day of November 1895.

S. V. F. Richmond, Clerk.
Virginia, Lee County, to wit:

I, A. B. Musey, Clerk of the

Circuit Court for the County and
State aforesaid, do certify that
the foregoing is a true copy from
the files in my office. Given un-
der my hand this the 14th day of
May 1897. A.B. Munnery Clerk

Pennington Gap Bank
vs. $\frac{3}{2}$ In Chancery.
M. M. Butler et als.

W. W. James, W. A. Spar-
ger, M. M. Butler,
B. L. Dulauey, J. S.
Anderson, Chas. L.
James and B. J.
James.

From $\frac{3}{2}$ Deed

D. C. Sewell, Comr.

"Exhibit No. 14."

Clerk \$1.00

Lee Co. D.C. - L -

This Deed, made this 5th day of March, 1895, between A.M. Gains, Special Commissioner, as hereinafter set forth, party of the first part, and W. W. James, M. M. Butler and W. A. Sparger, of the city of Bristol, State of Virginia, parties of the second part:

Whereas, by a decree of the Circuit Court of the County of Lee, entered on the 14th day of November, 1893, in the causery cause entitled Saul Spurrier & wife vs. Lrab Orchard Coal & Iron Company, therein depending, it was, among other things, adjudged, ordered and decreed that A.M. Gains, who was thereby appointed Special Commissioner for the purpose, should sell by public auction, after certain advertisement, and upon certain terms in the said decree fully set forth, certain real estate therein described; and Whereas, the said A.M. Gains pursuant to the said decree, did, on the 19th day of February, 1894, after having duly advertised the same in accordance with the terms of the said

decree, offer for sale, by public auction, the following described real estate, to wit: A one-ninth undivided interest in the real estate of which Elijah Pennington died seized and possessed lying and being in Lee County, Va. on the waters of Summers Creek in the Crab Orchard and being the same land on which said Pennington lived at the time of his death. At which sale the said W. W. James, M. M. Butler + W. A. Sparger made the last and highest bid therefor, and became the purchaser thereof at the price of one hundred and eighty-nine + $\frac{3}{4}$ /₁₀₀ (\$189 $\frac{3}{4}$ /₁₀₀) dollars; and whereas, the said sale was duly reported to the Court by the said Special Commissioner, and was by another decree, entered in the said cause on the 9th day of March 1894, by the said Court, approved and confirmed; and whereas, the said W. W. James, M. M. Butler + W. A. Sparger hath paid the whole of the said

purchase money, which payment was duly reported to the said Court, and whereupon, by another decree, entered by the said Court in the said cause on the

day of March 1895; the said A. M. Gains appointed Special Commissioner to execute and deliver to the said W. W. James, M. M. Butler and W. A. Sparger a good and sufficient deed, with special warranty, conveying the said real estate to W. W. James M. M. Butler & W. A. Sparger in fee simple:

Now, therefore, this Deed Witnesseth, That for and in consideration of the premises, and in obedience to the said last mentioned decree, the said A. M. Gains, Special Commissioner as aforesaid, doth grant unto the said W. W. James, M. M. Butler and W. A. Sparger, with special warranty, the real estate hereinbefore fully described.

Witness the following signature and seal:

A. M. Gains (Seal)

State of Virginia, County of Lee, Court:

I, D.C. Sewell, a Notary Public for the County aforesaid, in the State of Virginia, do certify that A.M. Gains whose name is signed to the writing hereto annexed, bearing date on the 5th day of March, 1895, has acknowledged the same before me in my County aforesaid. Given under my hand, this 5th day of March 1895.

D.C. Sewell, N.P.

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true copy from the files of my Office. Given under my hand this 18th day of May 1897.

A.B. Munsey Clerk

Pennington Gap Bank

vs J. Du Chauey.

M. M. Butler et al.

W. W. James, M. M.

Butler and W.

A. Sparger.

From J. Deed.

A.M. Gains. Comr.

"Exhibit No 15"

Remains in Box

Clerk J. S. C.

Pennington Gap Bank

v3 $\frac{3}{2}$ In Chauncery.

M. M. Butler et als.

J. L. D. No. 3 p. 116.

H. J. Morgan forre

v3. $\frac{3}{2}$ Transcript
from Lien
Docket

M. M. Butler et
als.

"Exhibit No. 16"

Clerk's fee 25¢.

Judgment

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties
1896 March 2.	Lee Circuit Court	March 17 th 1896	Henry J. Morgan, for the benefit of Powell's Valley Bank — Plff vs. W. W. James, B. L. Dulauey, W. A. Sparger, M. M. Butler & J. S. Anderson — Defts

Lien Docket

Debt, Damages, Interest and Costs.	Amount and Date of Credits.
<p>Judgment for \$1000.⁰⁰ with interest at 6 per cent from the 16th day of Sept. 1895 - till paid & costs C. 4.40 Tax 1.50 S. 2.00 Atty 2.50 Co. C. 25¢</p>	

Virginia, Lee County, to wit:
I, J. V. F. Richmond, Clerk of the County Court
for said County, do certify that the foregoing is
a true transcript from the records in my Office.
Given under my hand this day of May 1897.

PENNINGTON GAP BANK,

VS

In Chancery.

M. M. BUTLER, ET AL.

It will be observed that proceedings in this Cause were begun separately from those in the preceding Cause of W. S. Hurst vs W. W. James et al. and said Cause was proceeded in separately until after the issuance of process, after which time said Causes were consolidated, and came on to be heard together, The first decree entered in this Cause being also a decree entered in the aforesaid Cause of Hurst vs James, and this Cause consolidated.

and this cause consolidated.

Order also a decree entered in the aforesaid cause of John W. James,
came on to be heard together. The first decree entered in this cause

in the cause of process, after which this said cause were consolidated, and
cause of it, and said cause was proceeded in separately until after the
separately from those in the preceding cause of W. S. Hunt vs W. R.

It will be observed that proceedings in this cause were begun

W. HUTCHIN, JR., JR.

no

AS

IN CHANCERY.

BIRMINGHAM CYP. BANK.

II A As Exhibits in the above Cause of Bank vs Butler, there were filed copies of the deeds from D. C. Sewall, Special Commissioner to W. W. James, et al, conveying the Jos. Markham tract of 75 acres. Said deed is set out in full at a subsequent ^{place in} ~~portion~~ of this Abstract, ^{at under} ~~the title "Jos. Markham Abstract, Vol. 1"~~ ^{we} ~~bottom of page~~ _____, to which ~~we~~ here refer. Also, there was filed as an Exhibit, the Commissioner's deeds, conveying the Witt and Pennington Heirs tract, to which deeds we have referred as Exhibits in the Abstract of the Chancery Cause of W. S. Hurst vs W. W. James et als. ^t ~~Process in~~ ^{HP} the above Cause was issued on the 30th day of April 1897 vs M. M. Butler, W. W. James, W. A. Sparger, I. S. Anderson, B. L. Dulaney, H. J. Morgan, W. S. Matthews, Commissioner, and B. H. Sewall, Commissioner, returnable to the third Monday in May 1897. Returned executed as to M. M. Butler, W. A. Sparger and W. W. James. Legal service of same accepted by W. S. Matthews, Commissioner. ^{Duly} ~~Regularly~~ executed upon I. S. Anderson, ^{Duly} executed on H. J. Morgan and B. H. Sewall. It will be observed that process was not at this time executed upon B. L. Dulaney.

Ye little till the waves of grief are dried, flows till

By Appointment
A
P. 100000

12000

W.S. Hurst

vs'

W.W. James et al
and

Penn Gap Bank

vs'

M. M. Butler et al

Amt 3 checks

1648.14

Costs

3.59

Commissions

21.03

24.62

Bal for Creditors -

1653.52

Hurst Debit

554.58

Int.

74.25

628.83

Check to Hurst

621.28

Taxes

36.44

Bal to Judge Morgan

995.80 = 1653.52

Hurst's Part of Taxes \$7.55-

W.M.P.'s part \$14.00

55-9.38
1678.14

15-16 99 1/2
136.52 91
 15-16.99 5-4
1653.52 4
 21.03
 3.59
1678.24

13.53
 750
21.03

1653.52

1900 8 24
 1898 11 4
1-9-12
 .06
 .045-
 .002
.107

W.S. Hurst-

554.58

Int an 436.87 from Nov 9/98
 to Aug 20 18900.

74.25
628.83
 10120
 7545.960

436.87
 .107
308609
 43687
742479

628.83
 7.55- Taxes
621.28

40
 35-
 28-
 20
120

12.15-
 10.63
 7.58
 6.08
36.44 Tax 1900
 7.55-
28.89

1653.52

Hurst 621.28
 " Tax 7.55-

Bal Tax 28.89 657.72

Morgan \$995.80

Southwest Virginian,
Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We ^{again} command you to summon M. M. Butler, W. W. James,

W. A. Sparger, J. S. Anderson, B. L. Dulaney, H. J. Morgan,
W. S. Mathews, Counr, and B. H. Sewell,
leonor.

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof. at the Rules to be holden for said court. on the First Monday in January 1898, to answer

a bill in Chancery, exhibited against them in our court by W. S. Hurst, J. A. G. Hyatt, and A. G. Hyatt, private bankers and partners in trade under the style and firm name of Pennington Gap Bank

And have then there this writ.

Witness, A B. MUNSEY, Clerk of our said court, at the court-house. the 23^d day of November 1897, and in the 122 year of the Commonwealth.

A copy—Teste:

A B Munsey Clerk.

Clerk.

Virginia, City of Bristol, to wit:

I, J.H. Dishner a Justice of the Peace for the City and State aforesaid, do certify that W.B. Hilgore this day made oath before me that on the 26th day of November 1897, he delivered an attested office copy of the within summons to B.L. Dulahey in Bristol, Va. Given under my hand this 26th day of Nov. 1897.

J.H. Dishner J.P.

Pennington Gap Bank

SUBPENA

VS.

IN CHANCERY.

M.M. Butcher et al.

L.L. Bennett

P.Q.

TO First Term Rule. 1898

CIRCUIT COURT

Bill of costs

W.B. Hilgore . 50 ct

J.H. Dishner J.P. 50 "

Total

\$1.00

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *M. M. Butler, W. W. James*
W. A. Sparger, J. S. Anderson, B. L. Dulaney, H. J.
Morgan, W. S. Mathews Court and *B. A. Sewell, Court.*
to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the *3^d* Monday in *May*, 189*7*, to answer
a bill in Chancery, exhibited against *them* in our court by *W. S.*
Hurst, J. A. G. Hyatt and A. G. Hyatt, private
beublers and partners in trade under the
style and firm name of Pennington Gap
Baus. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *30th* day of
April 189*7*, and in the 12^{*1st*} year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.

Clerk,

Virginia, City of Bristol, to-wit:

I, J. H. Dishner a justice of the peace ——— for
the City and State aforesaid, do certify that
W. B. Hilgore this day made oath before me
that on ~~12th~~ ^{19th} day of May 1897 he delivered
an attested office copy of the within summons
to M. M. Butler in Bristol Va.; that on the ~~12th~~
day of May 1897 he delivered a like copy
to W. A. Sparger in
Bristol Va.; and that
on the ~~10th~~ ^{11th} day of May
1897 he delivered a like
copy to W. W. James
in Bristol, Va.; and
~~that on the — day of~~
~~May 1897, he delivered~~
~~a like copy to B. L.~~

~~Dulacy in Bristol Va.~~ Given under my
hand this the ~~28th~~ ^{28th} day of May 1897.

J. H. Dishner J. P.

Bill of costs

Deering process

affidavit

\$1.50
25
\$1.75

CIRCUIT COURT.

TO 2nd May, Rules, 1897.

D. J. Wyatt P. O.

M. M. Butler et al.

Comington & Co. Bank
SUBPENA
VS. {
IN CHANCERY.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We ^{again} command you to summon M. M. Butler, W. W. James
W. A. Sparger, J. S. Anderson, B. L. Dulauey, H. J.
Morgan, W. S. Mathews Comm. and B. H. Sewell, Comm.
to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the first Monday in May, 1897, to answer
a bill in Chancery, exhibited against them in our court by W. S.
Hurst, J. A. G. Hyatt and A. G. Hyatt, private
bankers and partners in trade under the
style and firm name of Pennington Gap
Bank
And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 19th day of

May, 1897, and in the 12th year of the Commonwealth.

A copy—Teste:

A B Munsey Clerk.
Clerk,

Virginia, City of Bristol, to wit:

I, J. H. Dishner a Justice of the Peace for the City and State aforesaid, do certify that W. B. Kilgore this day made oath before me that on the 28th day of May 1897 he delivered an attested office copy of the within summons to B. L. DeLauey in Bristol, Va. Given under my hand this 28th day of May 1897.

J. H. Dishner J. P.

TO 1st July Rules, 1897
CIRCUIT COURT.

L. J. Wyatt P. O.

M. M. Butler et al

VS. {
SUBPOENA
IN CHANCERY.

Pennington L. & Bank

Bill of costs
Docketing ~~of~~ ^{of} ~~the~~ ^{the} ~~case~~ ^{case}
affidavit
50
25
75

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *M. M. Butler, W. W. James*
W. A. Sparger, J. S. Anderson, B. L. Dulaney, H. J.
Morgan, W. S. Mathews, Comm. and B. H. Sewell, Comm.
to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the 3^d Monday in May, 1897, to answer

a bill in Chancery, exhibited against *them* in our court by *W. S.*
Hurst, J. A. G. Hyatt and A. B. Hyatt, private
bankers and partners in trade under the style
and firm-name of *Remington Gap Bank*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 30th day of
April 1897, and in the 12th year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.
A. B. Munsey Clerk.

vs. { SUBPÆNA
IN CHANCERY.

P. Q.

TO Rules.

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *M. M. Butler, W. W. James, W. A. Sparger, J. S. Anderson, B. L. Oulauey, H. J. Morgan, W. S. Mathews, Comr. and B. H. Sewell, Comr.* to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said court, on the *3^d* Monday in *May*, 189*7*, to answer a bill in Chancery, exhibited against *Them* in our court by *W. S. Hurst, J. A. G. Hyatt and A. G. Hyatt, private bankers and partners in trade under the style and firm name of Pennington Gap Bank*. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *30th* day of *A -*
April 189 *7*, and in the 12 *1st* year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.

Clerk,

Pennington Gap Cause
SUBPENA
vs. {
IN CHANCERY.

M. M. Butler et al.

L. T. Hyatt P. Q.

TO 2^d May Rules, 1897
CIRCUIT COURT.

Executed in part
May 15th 1897 by
delivering an attested
office copy of the writ
in summons to H. J.
Morgan & B. H. Sewell
not further executed
not found

W. V. Weston
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We ^{again} command you to summon M. M. Butler, W. W. James
W. A. Sparger, I. S. Anderson, B. L. Dulaney, H. L.
Morgan, W. S. Matthews, Commr. and B. H. Sewell, Coun
to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the first Monday in July 1897, to answer
a bill in Chancery, exhibited against Them in our court by W. S.
Hurst, J. G. Hyatt and A. G. Hyatt, private bank-
ers and partners in trade under the style
and firm name of Pennington Gap Bank

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 19th day of

May 1897, and in the 12th year of the Commonwealth.

A copy—Teste:

Clerk.

A B Munsey Clerk.

Pennington Gap Bank
SUBPENA
vs. {
IN CHANCERY.

M. M. Butler et als

L. T. Higatt P. Q.

TO *1st July* Rules.

CIRCUIT COURT.

*Executed by
delivering an office
copy of the within
Summons to J. S.
Anderson. this June
7-1897. J. M. Weston
W. S. for W. P. Weston
S. G. C.*

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon *M. M. Butler W. W. James*
W. A. Sparger, J. S. Anderson, B. L. Dulauey, H. F.
Morgan, W. S. Mathews Comm. and B. H. Sewell Comm.
to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the
Rules to be holden for said court, on the *3rd* Monday in *May*, 189*7*, to answer
a bill in Chancery, exhibited against *Them* in our court by *W. S.*
Hurst, J. A. S. Syatt and A. S. Syatt, private
bankers and partners in trade under the
style and firm name of Pennington Gap
Bank. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *30th* day of
April, 189*7*, and in the 12^{*th*} year of the Commonwealth.

A copy—Teste:

A. B. Munsey Clerk.
A. B. Munsey Clerk.

Pennington Gap Bank
SUBPENA
vs. { IN CHANCERY.

M. M. Butler et al

L. T. Hyatt P. Q.

TO *2nd May* Rules.

CIRCUIT COURT.

I accept legal
service of the within
summons this 1st May
1897 *Jms Shaw Comr*

Plffs Cost 1898

Clerk 15.64
Tax 1.55
Sheriff 8.80
atty 15.00
Co Clerk 15.85
Estimated 5.00

61.24

Costs of Rule

Clerk 2.09
Shff 1.50
Serge of Bristle 1.00
3.59

Remington & Co. Bank

Chancery

M. M. Butler et als.

L. T. Hyatt, p. q.

1897 2nd may rules & pa 2d except
as to J. S. Anderson + B. L. Dulaney
+ D. N. except as to Anderson
+ Dulaney.

1897 1st June rules taken the
last Monday in may
D. N. Conf except as to
Anderson + Dulaney
set for hearing

1897 1st July rules & pa 2d except
as to Anderson + Dulaney
D. N.

11 2nd July rules D. N. Conf
+ Cause set for hearing

1890